



## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248  
Phone: (770) 957-5043  
Facsimile (770) 954-1223

### Item Coversheet

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**Item:** An ordinance to amend the City's Future Land Use Map designations from medium-density residential to industrial for multiple tracts.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** March 31, 2021 – sign placed on properties  
March 31, 2021 – ad in newspaper

**Budget Item:** No

**Date Received:** March 1, 2021

**Workshop Date:** April 19, 2021

**Regular Meeting Date:** May 3, 2021

### Discussion:

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Scannell Properties of Indianapolis, IN requests an amendment to the Future Land Use Map for multiple properties (Parcel 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002) in Land Lot 232 and 233 of the 2<sup>nd</sup> District. The property consists of 95.48 +/- acres, and the request is to amend the Future Land Use Map designation from Medium Density to Industrial.

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## **Recommendation:**

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**Staff recommends approval of the applicants request to amend the future land use map from medium density residential to industrial. The request aligns with the intent of the Comprehensive Plan, however, there should be specific attempts as the property is rezoned in this expansion to minimize any possible negative effects on the remaining Residential, Mixed-Historic, and TCU (Transportation, Communications, Utilities) properties.**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE FUTURE LAND USE MAP TO CHANGE THE LAND USE DESIGNATIONS FROM MEDIUM-DENSITY RESIDENTIAL TO INDUSTRIAL FOR PROPERTIES LOCATED ON MULTIPLE TRACTS 95.48 +/- ACRES IN LAND LOT 232 and 233 OF THE 2<sup>ND</sup> DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA**

**WHEREAS**, David Madrigal, agent for Scannell Properties, LLC, of Indianapolis, Indiana, (hereinafter referred to as “Applicant”) requests an amendment to the Future Land Use Map for properties located on multiple tracts in Land Lot 232 and 233 of the 2<sup>nd</sup> District and 95.48 +/- acres within the City limits, which shall be hereinafter referred to as the “Properties” and are described in **Exhibit A** attached hereto and incorporated herein by reference; and,

**WHEREAS**, the Applicant filed a request to amend the future land use designations on the Properties on September 3, 2019; and,

**WHEREAS**, the aforementioned request to amend the future land use designations on the Properties is included in the Future Land Use Amendment Evaluation Report (hereinafter referred to as “Report”) attached hereto and incorporated herein by reference as **Exhibit B**; and,

**WHEREAS**, the application requests that the Council amend the future land use designations on the Properties from medium-density residential to industrial for the purpose of developing a distribution facility; and,

**WHEREAS**, said request has been reviewed by the Mayor and City Council at a Public Hearing held on April 19, 2021 as well as by the City Community Development Director; and,

**WHEREAS**, notice of this matter (as attached hereto and incorporated herein as **Exhibit C**) has been provided in accordance with applicable state law and local ordinances; and,

**WHEREAS**, the Mayor and City Council have reviewed and considered the Applicant's request and both the recommendations of the public hearing and City staff as presented in the Report; and,

**WHEREAS**, the Mayor and City Council have considered the Applicant's request in light of those elements and goals found in the *Imagine Henry 2040 – Henry County/Cities Joint Comprehensive Plan 2040 Update*; and,

**THEREFORE, THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY  
ORDAINS:**

1.

- ( ) That the Applicant's request to amend the future land use designations on the Properties from low-density residential to industrial is **APPROVED**;
- ( ) That the Applicant's request in said application is hereby **DENIED**.

2.

That, if the request is granted, the official future land use map for the City is hereby amended to reflect such land-use designations for the Properties.

4.

That, if the request is granted, said amendment to the future land use map for the City shall become effective immediately.



SO ORDAINED by the Council of this City this 3rd day of May 2021.

\_\_\_\_\_  
ROBERT S. PRICE, Mayor

ATTEST:

\_\_\_\_\_  
MISTY SPURLING, City Clerk

(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**DESCRIPTION OF SUBJECT PROPERTIES**

## Request for Zoning Map Amendment

Name of Applicant Scannell Properties, LLC Phone: 763-331-8857 Date: 3/3/2021  
 Address Applicant: One American Square, Suite 2900 Cell # \_\_\_\_\_  
 City: Indianapolis State: IN Zip: 46282 E-mail: \_\_\_\_\_  
 Name of Agent Daniel Madrigal Phone: 763-331-8859 Date: \_\_\_\_\_  
 Address Agent: 284 Grove Lane, Suite 140 Cell # 812-759-3600  
 City: Wayzata State: MN Zip: 55391 E-mail: danielm@scannellproperties.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (PLEASE CHECK THE TYPE OF REQUEST OR APPEAL AND FILL IN ALL APPLICABLE INFORMATION LEGIBLY AND COMPLETELY).

Concept Plan Review  Conditional Use  Conditional Exception  Modifications to Zoning Conditions

Variance  Rezoning  DRI Review/Concurrent  Amendment to the Future Land Use Plan

Request from Residential (R-3) to Light Industrial (M-1)  
(Current Zoning) (Requested Zoning)

Request from Residential (R-3) to Light Industrial (M-1)  
(Current Land Use Designation) (Requested Land Use Designation)

For the Purpose of developing the site with a 1.3 million SF warehouse with accompanied car parking and truck courts  
(Type of Development)

Address of Property: 135 Colvin Drive

Nearest Intersection to the property: Colvin Drive & Lake Davis Road

Size of Tract: 95.48 acre(s), Land Lot Number(s): 282, 283, District(s): 1 2nd

Gross Density: 12,584 SF/AC units per acre. Net Density: \_\_\_\_\_ units per acre

Property Tax Parcel Number: \_\_\_\_\_  
(Parcel ID: 127-0201000, 127-0202001, 127-0202002, 127-0201001, 127-0202003, 127-0201002, 127-0201003, 127-0201004)

Witness Signature \_\_\_\_\_

Leo Leighton  
 Printed Name of Witness

Signature of Owner's \_\_\_\_\_

Daniel Madrigal  
 Printed Name of Owner's

Notary \_\_\_\_\_

Signature of Agent \_\_\_\_\_

(For Office Use Only)

Total Amount Paid \$ \_\_\_\_\_ Cash \_\_\_\_\_ Check # \_\_\_\_\_ Received by: \_\_\_\_\_ (FEES ARE NON-REFUNDABLE)

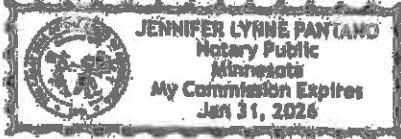
Application checked by: \_\_\_\_\_ Date: \_\_\_\_\_ Map Number(s): \_\_\_\_\_

Pre-application meeting: \_\_\_\_\_ Date: \_\_\_\_\_

Public Hearing Date: \_\_\_\_\_

Council Decision: \_\_\_\_\_ Ordinance: \_\_\_\_\_

Date Mapped in GIS: \_\_\_\_\_ Date: \_\_\_\_\_



## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this \_\_\_ day of \_\_\_, 20\_\_.

Shirley Vasser  
 Applicant's Name - Printed

Shirley Vasser  
 Signature of Applicant

\_\_\_\_\_  
 Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
 Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25 day of February, 2021



[Signature]  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_ No X

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this \_\_\_ day of \_\_\_ 20\_\_

ROBERT F. GARDNER  
 Applicant's Name - Printed

*Robert F. Gardner*  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 26 day of February, 2021



*Amy S. Weimar*  
 Notary Public

1 Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 25<sup>th</sup> day of February, 2024.

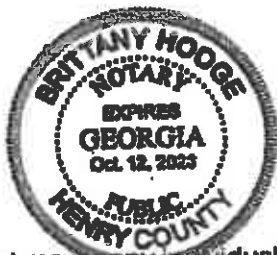
Randall L Crumbley  
 Applicant's Name - Printed

Randall L Crumbley  
 Signature of Applicant

\_\_\_\_\_  
 Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
 Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25<sup>th</sup> day of February, 2024.



Brittany Hooze  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No ✓

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 25 day of September, 2020

Estate of Samuel H. Cochran, Sr.

Samuel C. Cochran  
 Applicant's Name - Printed

[Signature]  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me Madia A. Wray day of September, 2020



Madia A. Wray  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

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 Yes \_\_\_ No x

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 1st day of March, 2021.

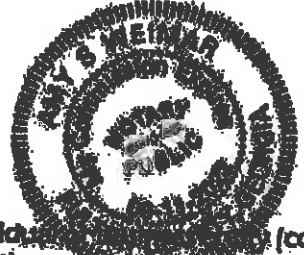
Dorin S. Harris  
Mary K. Harris  
 Applicant's Name - Printed

[Signature]  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 1 day of March, 2021



[Signature]  
 Notary Public

1 Applicant means any individual, partnership, corporation, partnership, limited partnership, firm enterprise, franchise, association, or firm applying for rezoning or other action.



## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No X

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Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

JOHN R. GARDNER  
 Applicant's Name - Printed

John R. Gardner  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25th day of February 2021



Anita S. Crockett  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?

Yes  No

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 25<sup>th</sup> day of February, 2021.

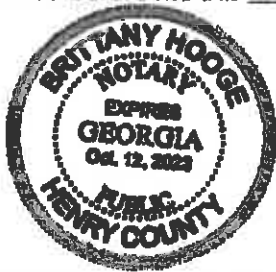
Pamela C Pair  
Applicant's Name - Printed

Pamela C Pair  
Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25<sup>th</sup> day of February, 2021.



Britany Hooge  
Notary Public

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## Applicant Campaign Disclosure Form

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 Yes \_\_\_ No X

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar Amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this \_\_\_ day of \_\_\_, 20\_\_.

Neil A. Gardner  
 Applicant's Name - Printed

Neil A. Gardner  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 26 day of February, 2021.



Amy S. Weimar  
 Notary Public

1 Applicant means any individual or business entity (corporation, partnership, limited partnership, firm, enterprise, franchise, association, etc.) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_ No ✓

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member
NA	NA	

We certify that the foregoing information is true and correct, this 26<sup>th</sup> day of Feb, 2021

Earl Gardner  
 Applicant's Name - Printed

Earl Gardner  
 Signature of Applicant

\_\_\_\_\_  
 Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
 Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

*see Attached Certificate*

\_\_\_\_\_  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

# California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Los Angeles } s.s.

Subscribed and sworn to (or affirmed) before me on this 26 day of February  
2021 by Earl Gardner and  
Name of Signer (1)

\_\_\_\_\_  
Name of Signer (2) proved to me on the basis of  
satisfactory evidence to be the person(s) who appeared before me.

[Signature]  
Signature of Notary Public



For other required information (Notary Name, Commission No. etc.)

Seal

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document

### Description of Attached Document

The certificate is attached to a document titled for the purpose of

Applicant Campaign Disclosure Form

containing 02 pages, and dated 02/26/2021

Additional Information
Method of Affiant Identification
Proved to me on the basis of satisfactory evidence: <input checked="" type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: <u>818-349-2584</u>
Other
<input type="checkbox"/> Affiant(s) Thumbprint(s) <input type="checkbox"/> Describe _____



Offices  
Indianapolis 294 Grove Lane East  
Washington DC Suite 140  
San Francisco Wayzata, MN 55391  
Denver  
Minneapolis

March 1, 2021

**Letter of Intent**

**Applicant/Developer:** Scannell Properties, LLC  
One American Square, Suite 2900  
Indianapolis, IN 46282

**Property:** 135 Colvin Drive (127-02017000), 1051 Davis Lake Road (127-02018001), 1151 Davis Lake Road (127-02018002), Colvin Drive (127-02021000), Colvin Drive (127-02021001), 140 Pine Grove Drive (127-02020000), 160 Pine Grove Drive (127-02019003)

**Proposed Use:**

Scannell Properties, LLC has agreed to acquire approximately 95.48 acres along the west side of Davis Lake Road, east of Southern Railroad Company's existing railroad line, south of Pine Grove Road, and north of Colvin Drive, subject to zoning and variance approvals, stormwater management issues and financing. Scannell Properties plans to use the site for one industrial warehouse facility. The planned construction would consist of one building with appropriate truck docks, trailer storage, and employee parking, as well as sufficient driveway access into the site. The proposed site plan proposed a single car only driveway off Davis Lake Road and Colvin Drive, with two other access drive lanes for trucks from Colvin Drive.

**Acreage:** 95.48 Acres

**Impacted Acreage:** Not yet determined

**Existing Zoning:** Residential (R-3)

**Proposed Zoning:** Light Industrial (M-1)

**Number of Buildings Proposed:** One (1)

**Possible Building Size:** 1,201,560 SF

**Density:** 12,584 gross SF/AC

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

**I authorize the person and/or entity named below to act as applicant in pursuit of  
a rezoning, conditional use, variance or annexation of this property.**

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

**I swear that I am the owner of the property which is the subject matter of the  
attached application, as shown in the records of Henry County, Georgia.**

**Name of Owner(s): William Vasser Estate**

**Property Address: 140 Pine Grove Road  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02020000**

**By:**

*Shirley Vasser*

**Printed:**

*Shirley Vasser*

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership**  
**E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s):** Seannell Properties, LLC

**Name of Agent(s):** Daniel Madrigal of  
Seannell Properties, LLC

**Address:** One American Square, Suite 2960  
Indianapolis, IN 46282

**Telephone Number:** (612) 759-3699

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** Neil, Robert & Earl Gardner

**Property Address:** 125 Calvin Drive  
Locust Grove, GA 30248

**Property Tax Parcel ID:** 127-02017000

**By:**



**Printed:**

Robert F. Gardner



**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove – Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Randy Crumbley**

**Property Address: 1151 Davis Lake Road  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02018002**

**By:**

*Randy Crumbley*

**Printed:**

Randy Crumbley

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject:** City of Locust Grove -- Zoning Application Letter of Ownership  
**E&A Project No.:** p21-020

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or amendment of this property:

**Name of Applicant(s):** Scannell Properties, LLC

**Name of Agent(s):** Daniel Medford of  
Scannell Properties, LLC

**Address:** One American Square, Suite 2000  
Indianapolis, IN 46202

**Telephone Number:** (317) 739-9400

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** Estate of Samuel H. Gardner Jr.

**Property Address:** NEC Colvin Drive and railroad  
Locust Grove, GA 30248

**Property Tax Parcel ID:** 137-02021000

**By:**



**Printed:**

*Samuel C. Gardner  
Executor of the Estate  
of Samuel H. Gardner, Jr.*

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove -- Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Darin and Mary Harris**

**Property Address: 160 Pine Grove Drive  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02019003**

**By:** *Darin Harris Mary Harris*  
**Printed:** *Darin Harris Mary Harris*

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership  
E&A Project No: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s):** Seannell Properties, LLC

**Name of Agent(s):** Daniel Madrigal of  
Seannell Properties, LLC

**Address:** One American Square, Suite 2990  
Indianapolis, IN 46282

**Telephone Number:** (512) 759-3600

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** John R & Charles W. Gardner Irrevocable  
Trust

**Property Address:** Colvin Drive in between Davis Lake Road and  
railroad  
Locust Grove, GA 30248

**Property Tax Parcel ID:** 127-02021001

**By:**

*John R. Gardner*

**Printed:**

JOHN R. GARDNER

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove – Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Pam Pair**

**Property Address: 1051 Davis Lake Road  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02018001**

**By:**

*Pamela C Pair*

**Printed:**

*Pamela C Pair*

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove -- Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

**I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.**

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

**I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.**

**Name of Owner(s): Neil, Robert & Earl Gardner**

**Property Address: 135 Cahyn Drive  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02017000**

**By:**

Neil Gardner

**Printed:**

Neil Gardner

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove – Zoning Application Letter of Ownership  
E&A Project No.: p21-028**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Neil, Robert & Earl Gardner**

**Property Address: 135 Colvin Drive  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02017000**

**By:**

Earl Gardner

**Printed:**

Earl Gardner

PREPARED FOR  
GARDNER LOGISTICS PARK, PHASE III

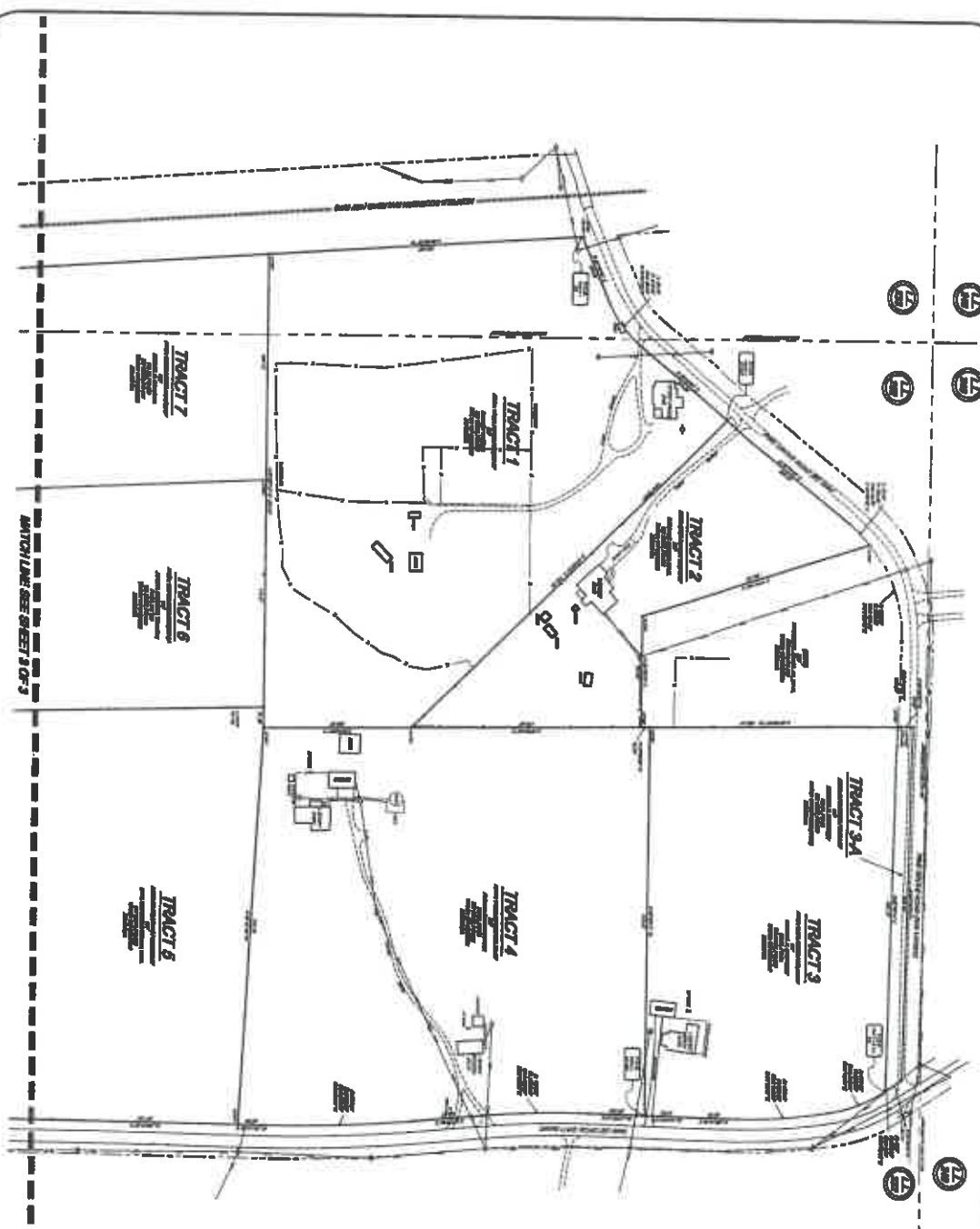
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PREPARED FOR  
GARDNER LOGISTICS PARK, PHASE III

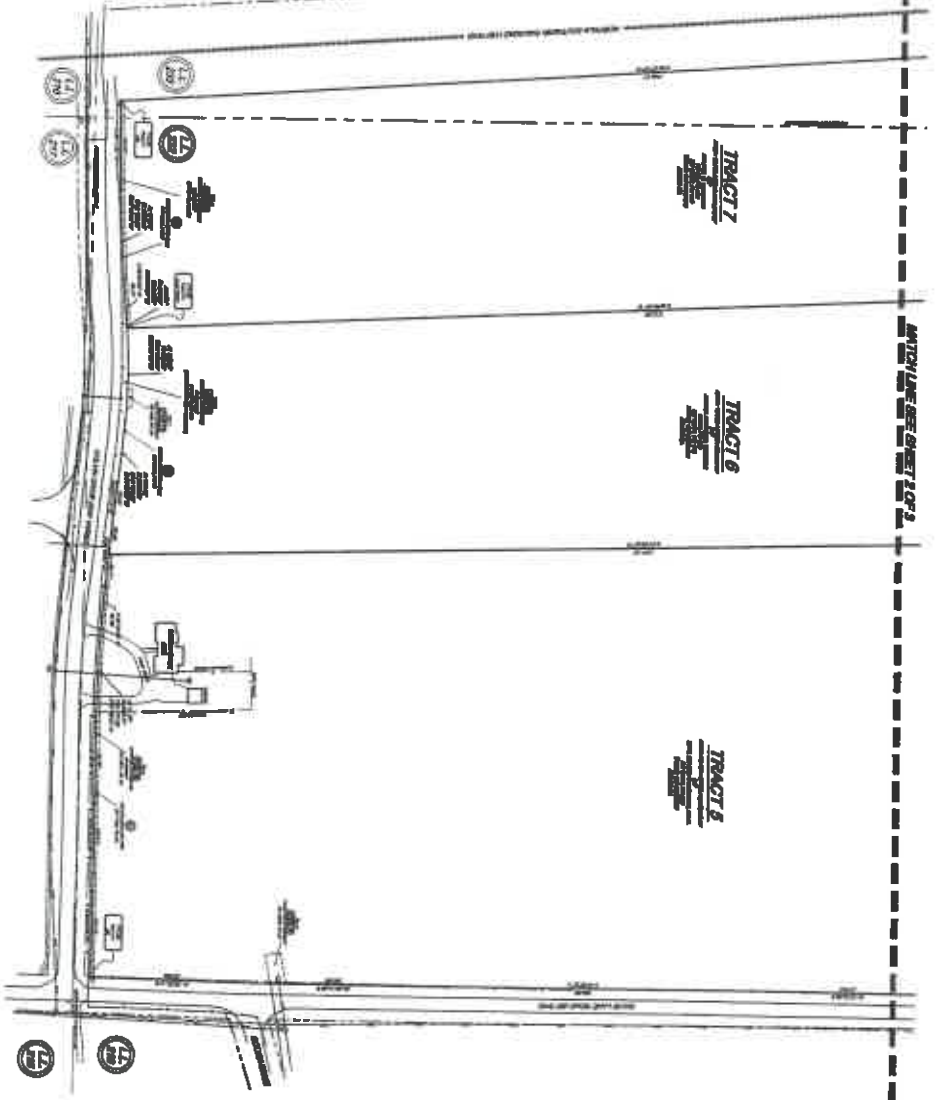
NO.	DATE	BY	REVISION

NO.	DATE	BY	REVISION

THESE PLANS WERE PREPARED BY THE ENGINEER AND ARCHITECT FOR THE PURPOSES INDICATED AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT.



DATE: 10/15/2010  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]



MATCHLINE SEE SHEET 1 OF 3



TRACT 5  
TRACT 6  
TRACT 7

TRACT 5  
TRACT 6  
TRACT 7

PREPARED FOR  
GARDNER LOGISTICS PARK, PHASE II





ASTRO





### LOCATION MAP

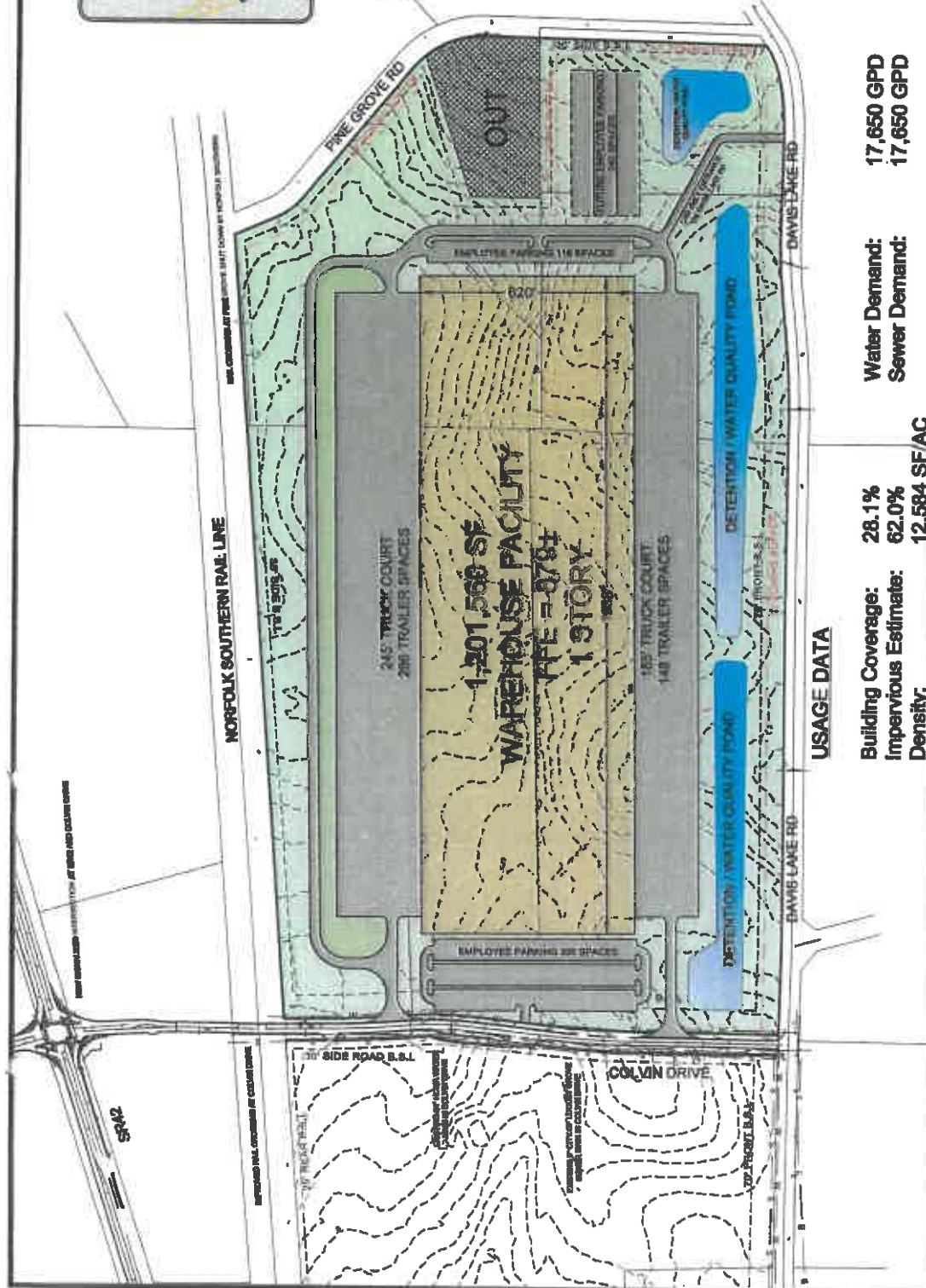
#### SITE DATA

Total Acreage: 95.48 AC  
 Parcels:  
 127-02017000, 127-02021001,  
 127-02021000, 127-02018001,  
 127-02020000, 127-02019003,  
 127-02018002

Current Zoning: Residential ( R3)  
 Proposed Zoning: Light Industrial ( M1)

Current FLUM Designation:  
 Mixed Residential  
 Proposed FLUM Designation:  
 Light Industrial

Building Area: 1,201,560 SF  
 Employee Parking: 466 Spaces  
 Includes ADA Handicap Spaces  
 Future Employee Parking: 240 Spaces  
 Trailer Parking: 444 Spaces  
 Includes 148 Stacked Spaces



#### USAGE DATA

Building Coverage: 28.1%  
 Impervious Estimate: 62.0%  
 Density: 12,584 SF/AC

Water Demand: 17,650 GPD  
 Sewer Demand: 17,650 GPD



**GARDNER LOGISTICS PARK - PHASE III**  
 CITY OF LOCUST GROVE  
 HENRY COUNTY, GA  
 3/1/21



**EXHIBIT B**  
**FUTURE LAND USE EVALUATION REPORT**



# FUTURE LAND USE AMENDMENT EVALUATION REPORT

FILE: FLU-AM-21-03-01

APRIL 19, 2021

## Property Information

<b>Tax ID</b>	127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002
<b>Location/address/area</b>	Land Lot 232 and 233 of the 2 <sup>nd</sup> District Multiple Tracts
<b>Tract Size</b>	95.48 +/- acres
<b>Current Zoning</b>	R-3 (Med-High Single-Family Residential)
<b>Request</b>	To amend the Future Land Use Map (FLUM) to change land use designation from medium-density residential to industrial
<b>Existing Land Use</b>	Single-family dwellings with detached accessory structures
<b>Future Land Use</b>	(Current) medium density residential (As Proposed for Amendment) Industrial
<b>Recommendation</b>	Approval

## Summary

David Madrigal, agent for Scannell Properties, LLC, of Indianapolis, IN, (the "Applicant"), requests an amendment to the City's Future Land Use Map to change land-use designations from low-density residential to industrial on multiple properties (Parcel IDs 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002), located at the intersections of Colvin Drive and Davis Lake Road in Land Lot 232 and 233 of the 2<sup>nd</sup> District (the "Properties"). The Properties consist of approximately 95.48 +/- acres and the request is being made in conjunction with a rezoning request for a distribution facility.

The Properties are located in an area designated by the Future Land Use Map as medium-density residential (up to 3.25 dwelling units per acre) which is a classification given to areas typically with access to public sewer, such as R-2 and R-3 and in areas lying in a watershed protection area. Properties are currently zoned R-3 (med-high single family residential)<sup>1</sup> and consists with single-family dwellings. The Applicant is seeking a concurrent rezoning of the Properties to M-1 (light manufacturing) filed concurrently with this one.

The FLUM is a component of the City's Comprehensive Plan. The City Council adopted updates to the Comprehensive Plan in accordance with rules set forth by the Georgia Department of

<sup>1</sup> Official Zoning Map, City of Locust Grove, GA. Adopted August 1, 2016.





# FUTURE LAND USE AMENDMENT EVALUATION REPORT

FILE: FLU-AM-21-03-01

APRIL 19, 2021

Community Affairs Minimum Planning Standards and Procedures for Local Comprehensive Planning<sup>2</sup> on October 15, 2018.

The Properties are located in the southern half of 75 South Logistics Center proposed by a previous applicant that required review by the Atlanta Regional Commission (“ARC”) and the Georgia Regional Transportation Authority (“GRTA”) as Development of Regional Impact (“DRI”) #2867.

The Comprehensive Plan serves as a guide for elected and public officials by establishing policies and priorities for evaluating development proposals especially as they pertain to land-use decisions. These land-use decisions are analyzed and based on how they relate to growth, economic development and the prioritization of capital improvements on local and regional levels.

### Requested Amendment’s relationship to Growth:

Locust Grove has contributed to this growth pattern via decisions dating back at least twenty years with the industrial node at Bethlehem Road and State Route 42. Transportation and warehousing jobs account for a large portion of the overall employment sector in Locust Grove<sup>3</sup>. In late 1999 and early 2000, there was an attempt by a developer to locate a large shopping mall along Bethlehem Road at I-75 in the NE Quadrant as well as an attempt for an interchange. The Interchange Justification Report at that time did not progress and the shopping mall project was abandoned by the developer, which, in light of current retail trends, was probably the correct decision.

Zoning trends in this corridor illustrate a growing need throughout the region for warehousing and logistics facilities. This growth, coupled with a relative decline in the need for retail establishments, has directly led to the large-scale industrial zonings that have occurred over the last few years (Clayco, Gardner 42, Home Depot, Lambert Farms, etc.). Most of the land being converted to industrial uses was previously zoned for agricultural uses.

While the Comprehensive Plan identified transportation and warehousing as a major employment sector in Locust Grove, it also indicates most of these employees live outside of the City and commute to Locust Grove for work, typically by car<sup>4</sup>. The City Council has taken steps to further diversify available housing types as prescribed in the Locust Grove Town Center Livable Cities Initiative (LCI), the establishment of the Gateway District at Bill Gardner and I-75 for potential vertical mixed-use development at high densities when feasible, as well as upgrades to the minimum requirements on single-family residential houses in the R-3 zoning district in order to provide greater choice for housing.

<sup>2</sup> See Locust Grove City Council Resolution No. 18-10-053, Adopted October 15, 2018.

<sup>3</sup> See Imagine Henry 2040 – Henry County/Cities Joint Comprehensive Plan 2040 Update, Adopted October 15, 2018.

<sup>4</sup> Ibid.



# FUTURE LAND USE AMENDMENT EVALUATION REPORT

FILE: FLU-AM-21-03-01

APRIL 19, 2021

It is likely the Properties will be developed as a speculative venture whereby the building and improvements are completed, but the end-user is not known. Without knowledge of the end-user, you cannot accurately determine employment figures; however, the typical employment range is between 100 to up to 1,100 employees, with a typical "safe" expectation of 175 – 200 on a single-shift operation.

Property tax revenues will increase on the Properties as well as on the properties contained in the project as a whole. As a point of reference, the 80-acre Clayco site on the western side of I-75 generates approximately \$450,000 per year in property tax against \$31,000,000 in improvements [only shell at this time with no final tenant finish in place] as opposed to approximately \$15,000 for a similarly sized tract of agricultural land. It is also reasonable to expect increases in sales tax, occupational tax and administrative fees such as permitting and inspections that are quite large during the construction stage of development.

With the expansion of the Port of Savannah and the rapid change to E-Commerce over the past few years, the need for industrial land has boomed for fulfillment centers, distribution facilities, and shipping. With completion of the work in Savannah slated for 2028, steps are already being taken to increase capacity and functionality at the port which will lead to more commerce hitting Georgia roads and interstates, evidenced by the ongoing efforts of GDOT installing Truck-Only Vehicle Lanes along I-75 between I-475 and McDonough (potential termination point at the new Bethlehem Interchange).

## Requested Amendment's relationship to Capital Improvements:

Several capital improvements will be considered along with this request. These improvements include, but are not limited to, signalizing the intersections at Pine Grove Road, widening and improvements to Colvin Drive, restriping and widening of State Route 42, installation of new public sanitary sewer to serve the Davis Lake Road area of the City as originally programmed to serve the Smead facility and contemplated in the Growth Boundary for HCWA and SDS.

These improvements will help to mitigate impacts to the local transportation network as well as eliminating situations like those found with the former Smead building where it was not a fully viable property due to the fact it was not served by sewer.

## Relationship to the surrounding areas:

Impacts to adjacent residential properties can be mitigated via buffers and restrictive lighting plans.

- North – Existing residential land
- East – Existing residential land
- South – Existing industrial land
- West – Railroad and State Route 42, existing industrial site

*Preserving the Past... ....Planning the Future*

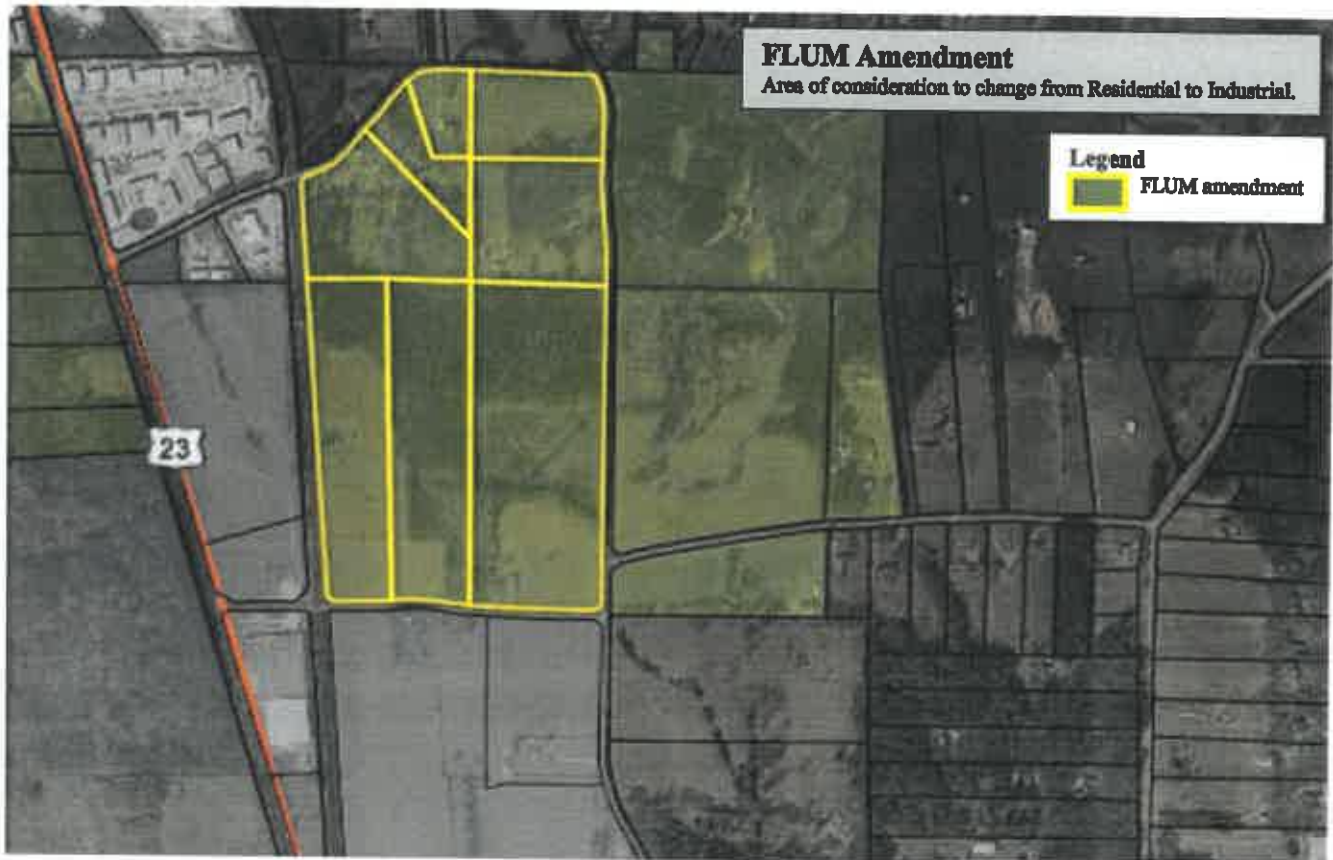


# FUTURE LAND USE AMENDMENT EVALUATION REPORT

FILE: FLU-AM-21-03-01

APRIL 19, 2021

Typically, this area was not contemplated for expansion due to ownership by long-term families with relatively new construction; however, the fact that they are considering relocation underlies the fact that this area likely is in transition to another type of land use. This means that single-family residential is likely not the best option, with only other options remaining of multifamily or commercial if not recommended for the extension of industrial land use. Either case is likely not as supported by a marketplace or relative location to the City's overall Land Use Concept.



Area under consideration shown above.





# FUTURE LAND USE AMENDMENT EVALUATION REPORT

FILE: FLU-AM-21-03-01

APRIL 19, 2021

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## Recommendations

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Staff recommends approval of the applicants request to amend the future land use map from medium density residential to industrial. The request aligns with the intent of the Comprehensive Plan, however, there should be specific attempts as the property is rezoned in this expansion to minimize any possible negative effects on the remaining Residential, Mixed-Historic, and TCU (Transportation, Communications, Utilities) properties.

# City Water and Sewer Service Capacity Form:

Please fill out the necessary items above for determination of available capacity for water and sewer service.

Applicant: Daniel Madrigal of GBLG Development, LLO

Address/Location of Request: 135 Calvin Drive

Type of Project:

**Commercial**

Residential

Mixed Use

For residential or mixed-use residential, number of lots or units: Not applicable

For commercial, amount of square feet: 1,394,00 SF

Estimated water usage: \_\_\_\_\_ (GALLONS)

Estimated sewer usage: 17,800 GPD (GALLONS)

## STAFF ANALYSIS

Is this project within current water and sewer delivery area: \_\_\_\_\_

Does the project have access to adequate water supply: \_\_\_\_\_

Does city have adequate sewer treatment capacity for this project: \_\_\_\_\_

Are any improvements required as a result of this project: \_\_\_\_\_

If so, what types of improvements are necessary



**Henry County Water Authority**  
Engineering Division

March 24, 2021

**Re: Water Services - Availability**

**Proposed Development:**

**Property Information: 135 Colvin Drive**  
**LLs 232, 233; District 1; 95.48 +/- acres**

**Zoning: M-1 (Light Industrial)**

**Sewer Basin: Wolf Creek (Locust Grove)**

**Watershed Basin: Tussahaw**

**TO WHOM IT MAY CONCERN:**

You have requested that this Authority provide you with information concerning the present availability of water services to the above-described property. This letter is being provided for informational purposes only and will not act to reserve water capacity to you or the property and will not create any liability to the Authority. The information contained in this letter will remain in effect for a period of 365 days from the date of this letter unless subsequently notified in writing by the Authority. The information provided herein is based upon the above-stated zoning of the property. Any deviation in zoning that would increase density or usage above that evaluated by the Authority will automatically void the information provided herein and will require a separate re-evaluation by this Authority.

Water service is available to the property described above. A fire flow test calculated in the area revealed the following data:

Static:	103	psi
Residual:	90	psi
Flow	2260	gpm
Calculated Flow @ 20 psi:	6150	gpm

As shown, these results are above the minimum adopted standards of 20 psi residual pressure at 1000 gpm for said commercial development as established by the Henry County Board of Commissioners.

The Authority provides water services where capacity is available on a first-come, first served basis. Each customer, developer, and property owner must also comply with the rules, regulations, and ordinances of the Authority.

The Authority will reevaluate the availability of water services to the property at the time that the development plans are submitted. If there are any additional requirements, or if water capacity is not available, you will be notified in writing.

***Sewage treatment and sewer line capacity are presently not available to the property from HCWA. However, per the HCWA and City of Locust Grove Comprehensive Plan Agreement, the Authority has no objections to the City providing sewer service. The applicant must submit request for sewer availability to the City of Locust Grove.***

***This property is in the Tussahaw Reservoir Watershed Area and must meet the guidelines set forth by the Henry County Watershed Protection Ordinance. A copy of the Ordinance is available to you upon request.***

This letter was prepared with information submitted to HCWA on a Conceptual Plan dated 03/02/2021 prepared by Eberly & Associates.

 Date:  
2021.03.24  
15:52:46 -04'00'

**Scott Sage, P. E.  
Engineering Division Manager  
Henry County Water Authority**

**EXHIBIT C**  
**NOTICE OF PUBLIC HEARING**

# Henry Herald

38 Sloan Street  
McDonough, Georgia 30253

## PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF HENRY

Personally appeared before the undersigned, a notary public within and for said county and state, Robert D. McCray, Vice President of SCNI, which published the Henry Herald, Published at McDonough, County of Henry, State of Georgia, and being the official organ for the publication of legal advertisements for said county, who being duly sworn, states on oath that the report of

Ad No.: 31122

Name and File No.: PUBLIC HEARING 4/19/2021  
a true copy of which is hereto attached, was published in said newspaper on the following date(s):  
03/31/2021

*Robert D. McCray*

Robert D. McCray, SCNI Vice President of Sales and Marketing

*Tina Pethel*

By Tina Pethel  
SCNI Controller

Sworn and subscribed to me 04/01/2021



*Dawn Ward*

Notary Public

My commission expires 03/04/2022

Ad text :     **Public Hearing Notice**  
**City of Locust Grove**  
**April 19, 2021**  
**6:00 PM**  
**Locust Grove**  
**Public Safety Building**  
**3640 Highway 42 South**  
**Locust Grove, GA 30248**

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, April 19, 2021 at 6:00 PM, will conduct public hearings for the purpose of the following:

**REZONING**

**RZ-21-03-01 Scannell Properties of Indianapolis, IN requests rezoning of 95.48 +/- acres located at 135 Colvin Drive from R-3 (Med-High Single Family Residential) to M-1 (Light Industrial); Parcel 127-02017000, 127-02021001, 127-02021000, 127- 02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002 in Land Lot 232 and 233 of the 2nd District. The applicant intends to build a 1.3 million sq. ft. warehouse accompanied by car parking and truck courts.**

**FUTURE LAND USE MAP  
AMENDMENT**

**FLU-AM-21-03-01 Scannell Properties of Indianapolis, IN requests an amendment to the Future Land Use Map for properties located at 135 Colvin Drive, Parcel 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002 in Land Lot 232 and 233 of the 2nd District. The properties consist of 95.48 +/- acres, and the request is to amend the Future Land Use Map designation from Medium Density Residential to Industrial.**

The public hearing will be held in the Locust Grove Public Safety Building, located at 3640 Highway 42 South.

**Daunté Gibbs**  
**Community Development**  
**Director - City of Locust**  
**Grove**  
**31122-3/31/2021**

**AFFIDAVIT OF SIGN POSTING**

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Brian Fornal, who, after being duly sworn, testifies as follows:

1.

My name is Brian Fornal. I am over twenty-one years of age and competent to give this, my affidavit, based upon my personal knowledge.

2.

Scannell Properties of Indianapolis, IN has submitted an application requesting rezoning of 95.48 +/- acres (multiple tracts) from R-3 (Med-High Single Family) to M-1 (Light Industrial); Parcel 127-02017000,127-02021001, 127-02021000,127-02018001, 127-02020000,127-02019003,127-02019004,127-02018002; in Land Lot 217+,232,233 of the 2nd District. The applicant intends to build a 1.3 million sq. ft. warehouse accompanied by car parking and truck courts.

3.

Scannell Properties of Indianapolis, IN requests an amendment to the Future Land Use Map for multiple properties (Parcel 127-02017000,127-02021001, 127-02021000,127-02018001, 127-02020000,127-02019003,127-02019004,127-02018002) in Land Lot 217+,232,233 of the 2nd District. The property consists of 95.48 +/- acres, and the request is to amend the Future Land Use Map designation from Medium Density to Industrial.

4.

On the 30<sup>th</sup> day of March 2021, I, Brian Fornal, posted double-sided sign notifications on the property advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 15<sup>th</sup> day of March 2021 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided signs posted at 9:54 AM on Colvin Drive on or near the properties near 135 Colvin Drive for multiple tracts on 3/30/2021.



FURTHER AFFIANT SAYETH NOT.

This 6<sup>th</sup> day of April 2021.

  
Affiant

Sworn and subscribed before me  
this 6<sup>th</sup> day of April

, 2021

Manuqa Kise  
Notary Public











## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248  
Phone: (770) 957-5043  
Facsimile (770) 954-1223

### Item Coversheet

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**Item:** An ordinance for rezoning of 95.48 +/- acres of multiple tracts (Parcel IDs: 127-02017000, 127-02021001, 127-02021000, 127-2-18001, 127-02020000, 127-02019003, 127-02019004, 127-02018002) in Land Lots 232 and 233 of the 2<sup>nd</sup> District.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** March 31, 2021

**Budget Item:** No

**Date Received:** March 1, 2021

**Workshop Date:** April 19, 2021

**Regular Meeting Date:** May 3, 2021

#### Discussion:

Scannell Properties of Indianapolis, IN is requesting a rezoning of 95.48 +/- acres (multiple tracts) from R-3 (Med-High Single Family) to M-1 (Light Industrial); Parcel 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002 in Land Lot 217+, 232, 233 of the 2nd District. The applicant intends to build a 1.3 million sq. ft. warehouse accompanied by car parking and truck courts.

#### Recommendation:

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**Staff recommends approval of the applicant's request with the following conditions:**

1. Plain painted, baked or acrylic finish corrugated metal panels shall be prohibited on all exterior walls unless otherwise approved by the Architectural Review Board, and then only as an accent feature. Primary facades shall be tilt-up concrete, brick, natural stone, glass with proper fenestration using color, materials and design to break up large expanses of wall space.
2. A lighting plan shall be submitted and approved prior to the issuance of a Certificate of Occupancy. This lighting plan shall detail cutoff-type fixtures on all buildings and in parking lots as well as a photometric plan.
3. The applicant shall be permitted to submit a stand-alone landscape plan for review by the City Council at a regularly scheduled meeting. It is understood that the size and scope of this project may require substantial reductions to produce a long-term sustainable plan.
4. As many mature trees as possible located will be preserved and protected during construction, under the direction and supervision of a certified arborist, and remain preserved and protected when distribution operations commence.
5. The only permitted industrial uses on the site shall be warehouse and/or distribution.
6. The Applicant is **strongly encouraged** to consider becoming member of a Community Improvement District to be formed along the I-75 Corridor between Bethlehem Road and Bill Gardner Parkway in order to provide for additional transportation and other related improvements along this corridor, including, but not limited to, the new Bethlehem Road Interchange at I-75, improvements to SR 42 as well as intersection improvements at the Bill Gardner Interchange.
7. All recommended improvements from the revised GRTA Notice of Decision applicable to these subject properties shall be the responsibility of the owner/developer.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO REZONE 95.48 +/- ACRES FROM R-3 (MED-HIGH RESIDENTIAL) TO M-1 (LIGHT MANUFACTURING) FOR PROPERTIES LOCATED ON MULTIPLE TRACTS IN LAND LOT 232 AND 233 OF THE 2<sup>ND</sup> DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA**

**WHEREAS**, David Madrigal, agent for Scannell Properties, LLC, of Indianapolis, IN (hereinafter referred to as "Applicant"), requests rezoning for 95.48 +/- acres multiple tracts in Land Lot 232 and 233 of the 2<sup>nd</sup> District (hereinafter referred to as the "Property") and described in **Exhibit A** attached hereto and incorporated herein by reference; and,

**WHEREAS**, the Applicant has submitted an application which is included in the Rezoning Evaluation Report (hereinafter referred to as "Report") attached hereto and incorporated herein by reference as **Exhibit "B"**; and,

**WHEREAS**, the Applicant requests the Mayor and City Council of the City of Locust Grove (hereinafter referred to as "City") rezone the subject property from R-3 (Medium -High Single Family Residential) to M-1 (Light Manufacturing); and,

**WHEREAS**, said request has been reviewed by the Community Development Department (hereinafter referred to as "Staff") and the City during a public hearing held on March 15, 2021; and,

**WHEREAS**, notice of this matter (attached hereto and incorporated herein as **Exhibit "C"**) has been provided in accordance with applicable state law and local ordinances; and,

**WHEREAS**, the Mayor and City Council have reviewed and considered the Applicant's request and the recommendations of the Staff as presented in the Report; and,

**WHEREAS**, the Mayor and City Council have considered the Applicant's request in light of those criteria for rezoning under *Section 17.04.315* of the *Code of the City of Locust Grove*; and,

**THEREFORE, THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY  
ORDAINS:**

1.

- That the Property is hereby rezoned from R-3 to M-1 in accordance with the Zoning Ordinance of the City
- The Applicant's request in said application is hereby **DENIED**.

2.

That the rezoning of the above-described Property is subject to:

- The conditions set forth on **Exhibit "D"** attached hereto and incorporated herein by reference.
- The terms of the Development Agreement attached hereto as **Exhibit "D"** and incorporated herein by reference.
- If no **Exhibit "D"** is attached hereto, then the property are zoned without conditions.

3.

That, if rezoning is granted, the official zoning map for the City is hereby amended to reflect such zoning classification for the Property.

4.

That, if rezoning is granted, said rezoning of the Property shall become effective immediately.

**SO ORDAINED** by the Council of the City this 3<sup>rd</sup> day of May 2021.

\_\_\_\_\_  
**ROBERT S. PRICE, Mayor**

**ATTEST:**

\_\_\_\_\_  
**MISTY SPURLING, City Clerk**

**(Seal)**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Attorney**



**EXHIBIT "A"**

## Request for Zoning Map Amendment

**Name of Applicant:** Scannell Properties, LLC **Phone:** 763-331-8857 **Date:** 3/3/2021  
**Address Applicant:** One American Square, Suite 2000 **Cell #** \_\_\_\_\_  
**City:** Indianapolis **State:** IN **Zip:** 46282 **E-mail:** \_\_\_\_\_  
**Name of Agent:** Daniel Madrigal **Phone:** 763-331-8853 **Date:** \_\_\_\_\_  
**Address Agent:** 204 Grove Lane, Suite 140 **Cell #** 612-759-3600  
**City:** Weyzata **State:** MN **Zip:** 55391 **E-mail:** danielm@scannellproperties.com

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (PLEASE CHECK THE TYPE OF REQUEST OR APPEAL AND FILL IN ALL APPLICABLE INFORMATION LEGIBLY AND COMPLETELY).

Concept Plan Review  Conditional Use  Conditional Exception  Modifications to Zoning Conditions

Variance  Rezoning  DRI Review/Concurrent  Amendment to the Future Land Use Plan

Request from Residential (R-3) to Light Industrial (M-1)  
(Current Zoning) (Requested Zoning)

Request from Residential (R-3) to Light Industrial (M-1)  
(Current Land Use Designation) (Requested Land Use Designation)

For the Purpose of developing the site with a 1.3 million SF warehouse with accompanied car parking and truck courts  
(Type of Development)

Address of Property: 135 Colvin Drive

Nearest Intersection to the property: Colvin Drive & Lake Davis Road

Size of Tract: 95.48 acre(s), Land Lot Number(s): 232, 233, District(s): 1 2nd

Gross Density: 12,584 SF/AC units per acre. Net Density: \_\_\_\_\_ units per acre

Property Tax Parcel Number: \_\_\_\_\_ (Required) Tax ID(s): 127-0201000, 127-02021001, 127-02021000, 127-02010001, 127-02020000, 127-02010003, 127-02010004, 127-02010002

Witness Signature: [Signature]  
 Printed Name of Witness: Leo Leighton

Signature of Owner(s): [Signature]  
 Printed Name of Owner(s): Daniel Madrigal

Notary: Jennifer Lynne Pantano

Signature of Agent: \_\_\_\_\_

(For Office Use Only)

Total Amount Paid \$ \_\_\_\_\_ Cash \_\_\_\_\_ Check # \_\_\_\_\_ Received by: \_\_\_\_\_ (FEES ARE NON-REFUNDABLE)

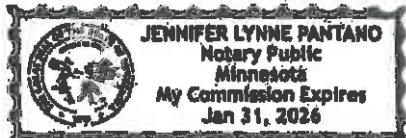
Application checked by: \_\_\_\_\_ Date: \_\_\_\_\_ Map Number(s): \_\_\_\_\_

Pre-application meeting: \_\_\_\_\_ Date: \_\_\_\_\_

Public Hearing Date: \_\_\_\_\_

Council Decision: \_\_\_\_\_ Ordinance: \_\_\_\_\_

Date Mapped in GIS: \_\_\_\_\_ Date: \_\_\_\_\_



## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?

Yes \_\_\_\_\_ No \_\_\_\_\_

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Shirley Vasser  
Applicant's Name - Printed

Shirley Vasser  
Signature of Applicant

\_\_\_\_\_  
Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25 day of February, 2021



[Signature]  
Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_ No X

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this \_\_\_ day of \_\_\_ 20\_\_

ROBERT F. GARDNER  
 Applicant's Name - Printed

*Robert F. Gardner*  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 26 day of February, 2021



*Amy S. Weimar*  
 Notary Public

I Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift: \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 25<sup>th</sup> day of February, 2021.

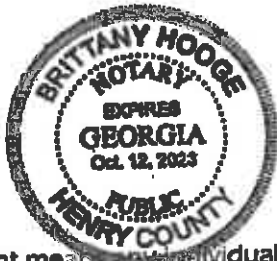
Randa L Crumley  
 Applicant's Name - Printed

Randa L Crumley  
 Signature of Applicant

\_\_\_\_\_  
 Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
 Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25<sup>th</sup> day of February, 2021.



Brittany Hodge  
 Notary Public

<sup>1</sup> Applicant means an individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No     X    

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 25 day of February 2021

Esquire of Samuel H. Goodner, Jr.  
Samuel C. Goodner  
 Applicant's Name - Printed

[Signature] Esquire  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25 day of February, 2021



[Signature]  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_ No X

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

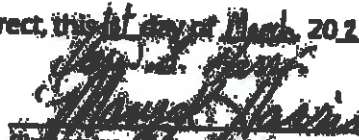
Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 1st day of March, 2021.

Dorin S. Harris

Mary K. Harris

Applicant's Name - Printed

  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 1 day of March, 2021



  
 Notary Public

<sup>1</sup> Applicant means any individual, partnership, corporation, partnership, limited partnership, firm enterprise, franchise, association, or person applying for rezoning or other action.



## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_\_\_ No X

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

JOHN R. GARDNER  
 Applicant's Name - Printed

John R. Gardner  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25th day of February 2021



Anita S. Crockett  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.



## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?

Yes  No

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this 25<sup>th</sup> day of February, 2021.

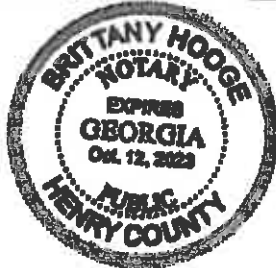
Pamela C Pair  
Applicant's Name - Printed

Pamela C Pair  
Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 25<sup>th</sup> day of February, 2021.



Brittany Hooze  
Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

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 Yes \_\_\_ No X

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member

We certify that the foregoing information is true and correct, this \_\_\_ day of \_\_\_, 20\_\_.

Neil A. Gardner  
 Applicant's Name - Printed

Neil A. Gardner  
 Signature of Applicant

\_\_\_\_\_  
 Applicant's Attorney, if applicable - Printed

\_\_\_\_\_  
 Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 26 day of February, 2021



Amy S. Weimar  
 Notary Public

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm, enterprise, franchise, association, etc.) applying for rezoning or other action.

## Applicant Campaign Disclosure Form

Has the applicant<sup>1</sup> made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the Locust Grove City Council and/or Mayor who will consider the application?  
 Yes \_\_\_ No ✓

If **Yes**, the applicant and the attorney representing the applicant must file a disclosure report with the Locust Grove City Clerk within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Council/Planning Commission Member
NA	NA	

We certify that the foregoing information is true and correct, this 26<sup>th</sup> day of Feb, 2021.

Earl Gardner  
 Applicant's Name - Printed

Earl Gardner  
 Signature of Applicant

Applicant's Attorney, if applicable - Printed

~~Signature of Applicant's Attorney, if applicable~~

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

*see Attached Certificate*

~~\_\_\_\_\_  
 Notary Public~~

<sup>1</sup> Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

# California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Los Angeles

} s.s.

Subscribed and sworn to (or affirmed) before me on this 26 day of February

20 21, by

Earl Gardner

and

Name of Signer (1)

proved to me on the basis of

Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

I Bhullar

Signature of Notary Public



Seal

For other required information (Notary Name, Commission No. etc.)

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document

### Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Applicant Campaign Disclosure Form

containing 02 pages, and dated 02/24/2021

### Additional Information

#### Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page #      Entry #     

Notary contact: 818-349-2584

#### Other

Affiant(s) Thumbprint(s)  Describe



Offices  
Indianapolis      294 Grove Lane East  
Washington DC      Suite 140  
San Francisco      Wayzata, MN 55391  
Denver  
Minneapolis

March 1, 2021

### Letter of Intent

**Applicant/Developer:**      Scannell Properties, LLC  
One American Square, Suite 2900  
Indianapolis, IN 46282

**Property:**      135 Colvin Drive (127-02017000), 1051 Davis Lake Road (127-02018001), 1151 Davis Lake Road (127-02018002), Colvin Drive (127-02021000), Colvin Drive (127-02021001), 140 Pine Grove Drive (127-02020000), 160 Pine Grove Drive (127-02019003)

**Proposed Use:**

Scannell Properties, LLC has agreed to acquire approximately 95.48 acres along the west side of Davis Lake Road, east of Southern Railroad Company's existing railroad line, south of Pine Grove Road, and north of Colvin Drive, subject to zoning and variance approvals, stormwater management issues and financing. Scannell Properties plans to use the site for one industrial warehouse facility. The planned construction would consist of one building with appropriate truck docks, trailer storage, and employee parking, as well as sufficient driveway access into the site. The proposed site plan proposed a single car only driveway off Davis Lake Road and Colvin Drive, with two other access drive lanes for trucks from Colvin Drive.

**Acreage:**      95.48 Acres

**Impacted Acreage:**      Not yet determined

**Existing Zoning:**      Residential (R-3)

**Proposed Zoning:**      Light Industrial (M-1)

**Number of Buildings Proposed:**      One (1)

**Possible Building Size:**      1,201,560 SF

**Density:**      12,584 gross SF/AC

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove – Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): William Vasser Estate**

**Property Address: 140 Pine Grove Road  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02020000**

**By:**

*Shirley Vasser*

**Printed:**

Shirley Vasser

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove – Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Neil, Robert & Earl Gardner**

**Property Address: 135 Calvin Drive  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02017000**

**By:**



**Printed:**

Robert F. Gardner

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove – Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Randy Crumbley**

**Property Address: 1151 Davis Lake Road  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02018002**

**By:** *Randall H. Crumbley*  
**Printed:** Randall H. Crumbley



**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove -- Zoning Application Letter of Ownership**

**E&A Project No.: #21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s):** Scannell Properties, LLC

**Name of Agent(s):** David Medrigh of  
Scannell Properties, LLC

**Address:** One American Square, Suite 2900  
Indianapolis, IN 46202

**Telephone Number:** (612) 732-3600

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** Estate of Samuel H. Gardner Jr.

**Property Address:** NEC Colvin Drive and railroad  
Locust Grove, GA 30248

**Property Tax Parcel ID:** 127-02021000

**By:**



**Printed:**

*Samuel C. Gardner  
Executor of the Estate  
of Samuel H. Gardner, Jr.*

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove -- Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46281**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Darin and Mary Harris**

**Property Address: 160 Pine Grove Drive  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02019003**

**By:** *Darin Harris Mary K Harris*  
**Printed:** *Darin Harris Mary K Harris*

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove - Zoning Application Letter of Ownership**  
**E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s):** Scannell Properties, LLC

**Name of Agent(s):** Daniel Madrigal of  
Scannell Properties, LLC

**Address:** One American Square, Suite 2900  
Indianapolis, IN 46282

**Telephone Number:** (512) 759-3600

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s):** John R & Charles W. Gardner Irrevocable  
Trust

**Property Address:** Colvin Drive in between Davis Lake Road and  
railroad  
Locust Grove, GA 30248

**Property Tax Parcel ID:** 127-02021001

**By:**

*John R. Gardner*

**Printed:**

JOHN R. GARDNER

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove – Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**

**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Pam Pair**

**Property Address: 1051 Davis Lake Road  
Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02018001**

**By:**

*Pamela C Pair*

**Printed:**

*Pamela C Pair*

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove – Zoning Application Letter of Ownership**  
**E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**

**Name of Agent(s): Daniel Madrigal of**  
**Scannell Properties, LLC**

**Address: One American Square, Suite 2900**  
**Indianapolis, IN 46282**

**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Neil, Robert & Earl Gardner**

**Property Address: 135 Calvin Drive**  
**Locust Grove, GA 30248**

**Property Tax Parcel ID: 127-02017000**

**By:** Neil Gardner

**Printed:** Neil Gardner

**AUTHORIZATION OF PROPERTY OWNERSHIP**

**Subject: City of Locust Grove – Zoning Application Letter of Ownership  
E&A Project No.: p21-020**

I authorize the person and/or entity named below to act as applicant in pursuit of a rezoning, conditional use, variance or annexation of this property.

**Name of Applicant(s): Scannell Properties, LLC**  
**Name of Agent(s): Daniel Madrigal of  
Scannell Properties, LLC**  
**Address: One American Square, Suite 2900  
Indianapolis, IN 46282**  
**Telephone Number: (612) 759-3600**

I swear that I am the owner of the property which is the subject matter of the attached application, as shown in the records of Henry County, Georgia.

**Name of Owner(s): Neil, Robert & Earl Gardner**  
**Property Address: 135 Colvin Drive  
Locust Grove, GA 30248**  
**Property Tax Parcel ID: 127-02017000**

**By:**

Earl Gardner

**Printed:**

Earl Gardner



PREPARED FOR  
GARDNER LOGISTICS PARK, PHASE III

NO.	DATE	BY	REVISION

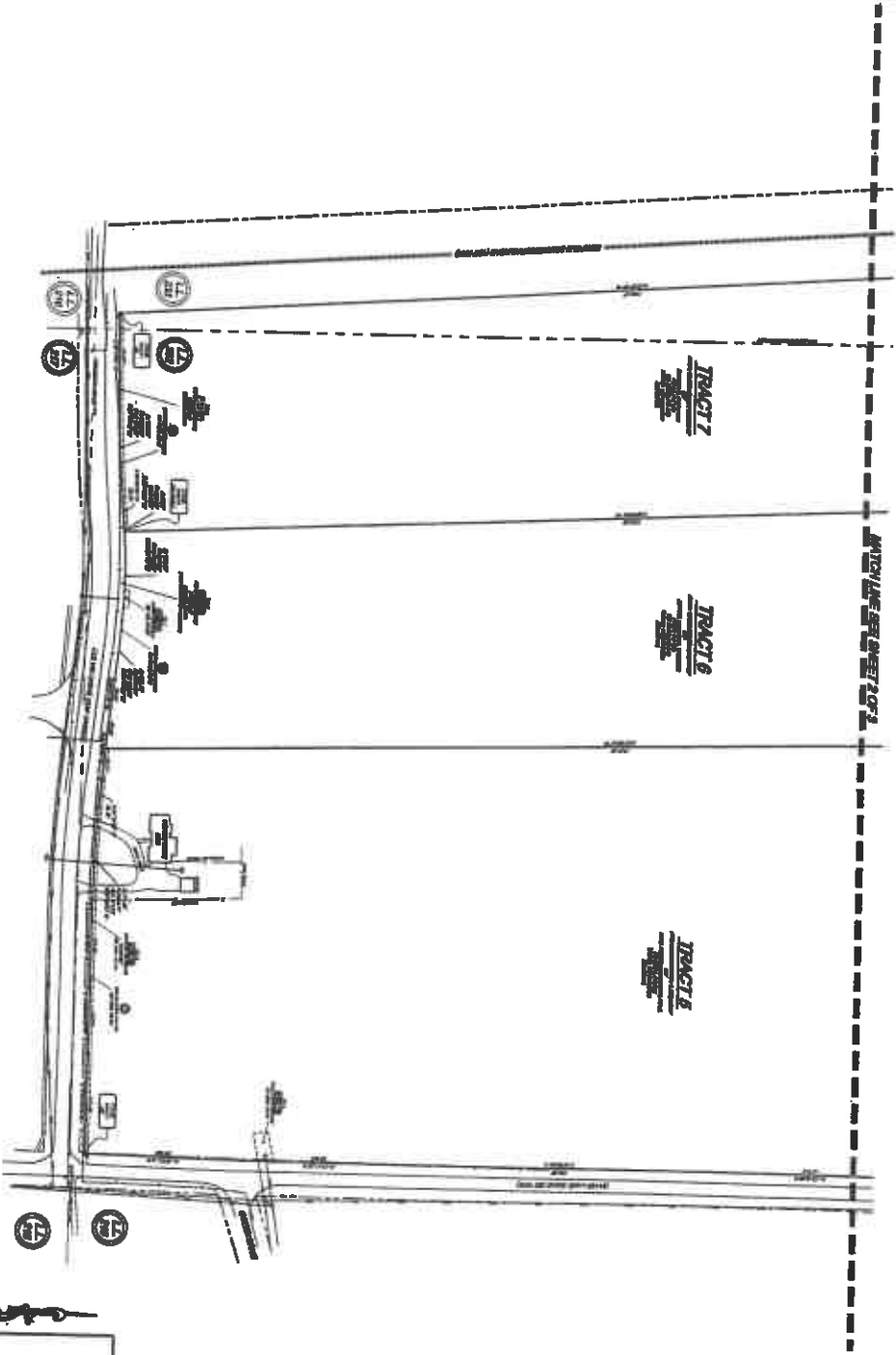
NO.	DATE	BY	REVISION

DATE: 10/10/2011  
TIME: 10:00 AM  
PROJECT: GARDNER LOGISTICS PARK, PHASE III  
DRAWN BY: [REDACTED]  
CHECKED BY: [REDACTED]  
SCALE: 1:1000



LETING  
DATE: 10/10/2011  
BY: [REDACTED]

NO.	DATE	BY	REVISION



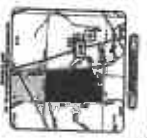
[REDACTED]

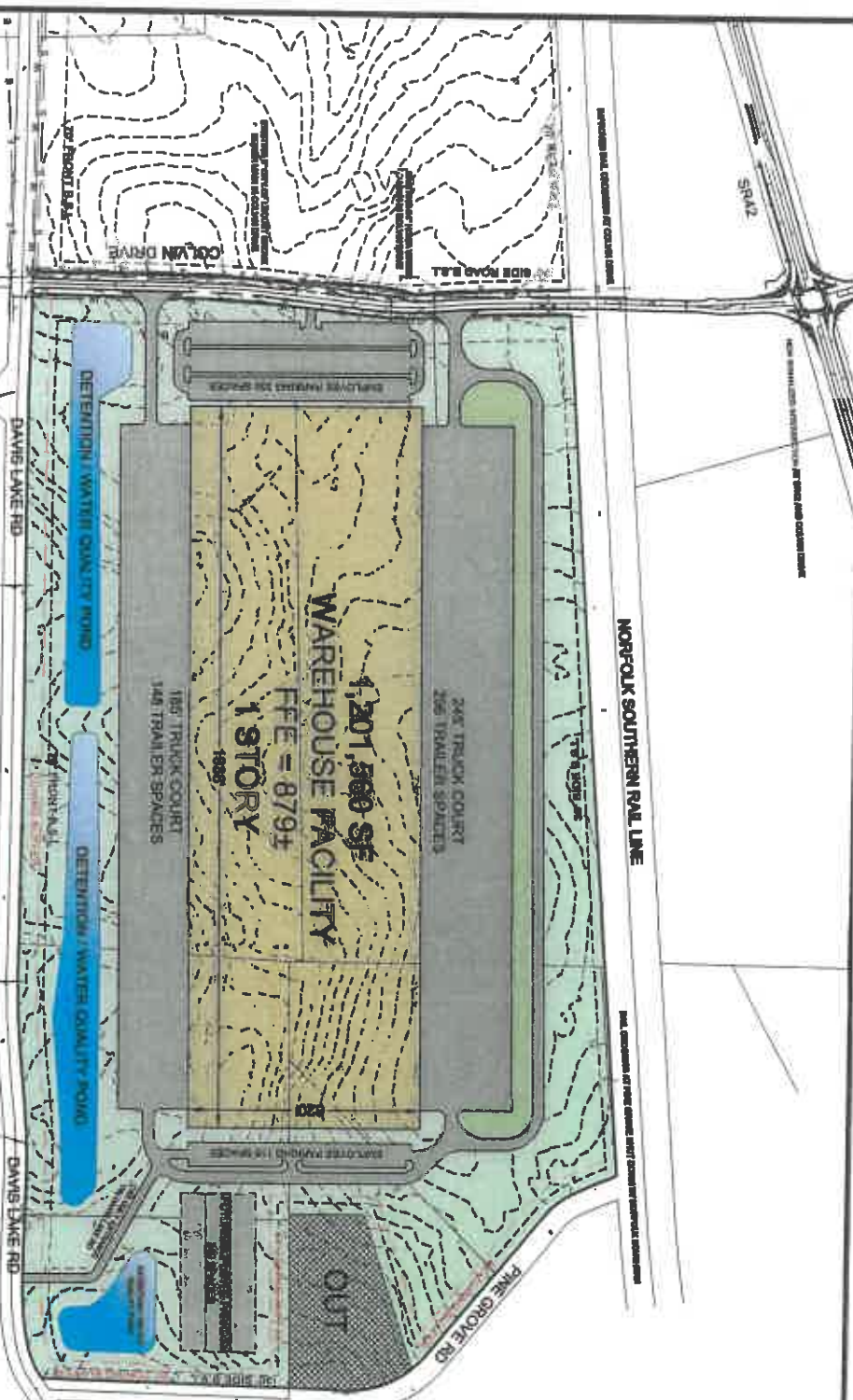




PREPARED FOR  
SANDWICH LOGISTICS PARK, PHASE II







**SITE DATA**

Total Acreage: 95.48 AC  
 Parcels:  
 127-02017000, 127-02021001,  
 127-02021000, 127-02018001,  
 127-02020000, 127-02019003,  
 127-02018002

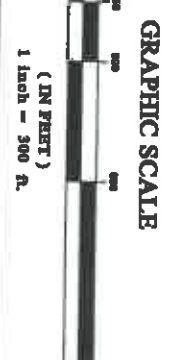
Current Zoning: Residential ( R3)  
 Proposed Zoning: Light Industrial ( M1)

Current FLUM Designation:  
 Mixed Residential  
 Proposed FLUM Designation:  
 Light Industrial

Building Area: 1,201,560 SF  
 Employee Parking: 466 Spaces  
 Includes ADA Handicap Spaces  
 Future Employee Parking: 240 Spaces  
 Trailer Parking: 444 Spaces  
 Includes 148 Stacked Spaces

**USAGE DATA**

Building Coverage: 28.1%  
 Impervious Estimate: 62.0%  
 Density: 12,594 SF/AC  
 Water Demand: 17,650 GPD  
 Sewer Demand: 17,650 GPD



**GARDNER LOGISTICS PARK - PHASE III**  
 CITY OF LOCUST GROVE  
 HENRY COUNTY, GA  
 3/1/21



12776 ALDRIDGE  
 2801 FLOWERS ROAD SUITE 110  
 ATLANTA, GEORGIA 30341  
 WWW.SCANNELL.COM  
 LAND PLANNING  
 SURVEYING  
 CIVIL ENGINEERING  
 LANDMARK ARCHITECTURE



**EXHIBIT "B"**



# REZONING EVALUATION REPORT

FILE: RZ-21-03-01

**APRIL 19, 2021**

**REZONING R-3 TO M-1**

## Property Information

Tax ID	127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002
Location/address	Land Lot 232 and 233 of the 2 <sup>nd</sup> District Multiple Tracts
Parcel Size	95.48 +/- acres
Current Zoning	R-3 (Med-High Single-Family Residential)
Request	Rezoning to M-1 (light manufacturing)
Proposed Use	Warehouse/ distribution facilities
Existing Land Use	Single-family dwellings with detached accessory structures
Future Land Use	(Current) Medium density residential (As Proposed for Amendment) Industrial
Recommendation	Approval with Conditions

## Summary

David Madrigal, agent for Scannell Properties, LLC, of Indianapolis, IN (the “Applicant”), requests rezoning from R-3 (med-high single-family residential) to M-1 (light manufacturing) for multiple properties (Parcel IDs 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002), located at the intersection of Colvin Drive and Davis Lake Road in Land Lot 232 and 233 of the 2<sup>nd</sup> District (the “Properties”). The Properties consist of approximately 95.48 +/- acres and the request is for combination of this property with additional tracts already zoned for an industrial/distribution facility.

The Properties are currently used for residential with a variety of accessory structures are scattered throughout. According to the Letter of Intent, the Applicant seeks to rezone the Properties to M-1 (light manufacturing) in order to develop an industrial warehouse facility. This development would consist of one (1) building with appropriate truck docks, trailer storage, and employee parking as well as a sufficient driveway access into the site a square footage of approximately 1,201,560 sf.



# REZONING EVALUATION REPORT

FILE: RZ-21-03-01

APRIL 19, 2021  
REZONING R-3 TO M-1

The Applicant has filed a companion request to amend the Future Land Use Map to reflect industrial uses for these tracts to remain consistent.

## Service Delivery / Infrastructure

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**Water and Sewer:** Water and sewer service is available via existing water lines and a proposed sewer line extension in this area.

*Water service* – Final determination of the water provider will be made by location and agreement from 2014 although typically the sewer provider determines the ultimate water billing agent. There is interconnection between HCWA and the City located along Davis Lake Road. Any upgrades to the service lines to serve the development shall be the responsibility of the developer.

*Sewer Service* – The City is currently designing a new Davis Lake Interceptor that will bring sanitary sewer service in the vicinity of the Properties in order to serve the former Smead property, for which there are limited users without sanitary sewer service. There will be adequate capacity to handle the proposed industrial facilities. Easements should be provided for the city in order to install sanitary sewer in addition to the connection fees as part of service.

**Land Use:** The site must be in compliance with the requirements set forth in the City's M-1 (Light Manufacturing) zoning district as well as development standards established in Title 15 of the City Code, including Watershed Protection standards, as applicable to the site.

### **Financial Impacts:**

The property tax collections are potentially significant due to the Properties' requested industrial zoning and proposed use; however, there will be variable sales tax collections due to the nature of the business conducted (warehousing and distribution). Employee figures will not be known until a tenant moves into the facility. Fees for water and sewer services, development and building inspections and reviews, occupational tax and impact fees will be collected and should be substantial (approximately \$300,000).

**Police Services:** The subject property is in the existing city limits and will remain on a regular patrol route. Future development of this area may require additional police patrol for crime prevention and traffic control.

**Fire:** Fire and emergency services will be performed by Henry County as is similar with other portions of the city as defined by the Service Delivery Strategy.



# REZONING EVALUATION REPORT

FILE: RZ-21-03-01

APRIL 19, 2021

REZONING R-3 TO M-1

## Criteria for Evaluation of Rezoning Request

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### Section 17.04.315 Procedure for Hearing before City Council.

- (a) **All proposed amendments to this chapter or to the official zoning map with required site plans shall be considered at public hearing. The City Council shall consider the following:**
- (1) **The possible effects of the change in the regulations or map on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community.** The main impact here will be transitioning an agricultural property to an industrial use. The Future Land Use Map has identified adjacent tracts to the Properties for industrial uses as well as a recent rezoning of neighboring properties from RA to M-1.
  - (2) **The relation that the proposed amendment bears to the purpose of the overall zoning scheme with due consideration given to whether or not the proposed change will help carry out the purposes of this Chapter.** The request will allow a higher, more permissive zoning use (M-1) that will be more consistent with the current zoning and land use of the surrounding properties.
  - (3) **Consistency with the Land Use Plan.** The Applicant is currently seeking an amendment to the Future Land Use Map to change the future land use designation from low-density residential to industrial (FLU-AM-21-03-01).
  - (4) **The potential impact of the proposed amendment on City infrastructure including water and sewerage systems.** There will be no additional impact on infrastructure in the area.
  - (5) **The impact of the proposed amendment on adjacent thoroughfares and pedestrian vehicular circulation and traffic volumes.** Given the recent improvements and signalization at the Hwy. 42 and Colvin drive, infrastructural impact should be minimum, especially with the additional improvements anticipated with this development.





# REZONING EVALUATION REPORT

FILE: RZ-21-03-01

APRIL 19, 2021

REZONING R-3 TO M-1

- (6) **The impact upon adjacent property owners should the request be approved.** The table immediately below details the zoning, current land use and future land use of the adjacent parcels.

Direction	Zoning	Current Land Use	Future Land Use
North	RA	Single-family dwelling (Within the County)	Industrial
East	RA	Single-family dwelling/vacant tract	Low-density residential
South	M-1	Industrial Buildings	Industrial
West	M-1	Industrial Buildings	Industrial

Impacts to adjacent properties on the north and east will be minimal buffered by an earthen berm and landscaping.

- (7) **The ability of the subject land to be developed as it is presently zoned.** Developing the Properties as they are currently zoned does not provide the highest and best use for the land. The Properties are adjacent to land zoned for industrial use and will have access to public sewer. Pending the outcome of an amendment, the Future Land Use Map calls for the Properties to remain low-density residential; however, given the plan to bring sanitary sewer to the area, makes large lot, low-density residential developments impractical from a financial standpoint. The realities of current economic trends make large-scale horizontal commercial zoning unfavorable as retail transitions to smaller footprint and online retailing. The other option would be large-scale multifamily dwelling, but the impact on the site and the surrounding area would be far greater and is not supported by demand in the area, nor is it a stated goal of the City's comprehensive plan.
- (8) **The physical conditions of the site relative to its capability to be developed as requested, including topography, drainage, access, and size and shape of the property.** There are no known physical conditions or limitations that could preclude the use of the site; however, the developer will be required to protect and buffer any and all streams and other environmentally sensitive areas that may be located on the subject property in accordance with the City's Watershed Protection and Stream Buffer Ordinances.
- (9) **The merits of the requested change in zoning relative to any other guidelines and policies for development which the Community Development Commission and City Council may use in furthering the objectives of the Land Use Plan.** The merits of the request align with the Future Land Use Plan's purpose of analyzing land-use decisions based on how they relate to growth, economic development and the prioritization of capital improvements on local and regional levels. This project, as a whole, will bring employment, an expansion of the tax base and capital improvements to Locust Grove and Henry County.



# REZONING EVALUATION REPORT

FILE: RZ-21-03-01

APRIL 19, 2021  
REZONING R-3 TO M-1

## Recommendations

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Staff recommends approval of the applicants rezoning request with the following conditions:

1. Plain painted, baked or acrylic finish corrugated metal panels shall be prohibited on all exterior walls unless otherwise approved by the Architectural Review Board, and then only as an accent feature. Primary facades shall be tilt-up concrete, brick, natural stone, glass with proper fenestration using color, materials and design to break up large expanses of wall space.
2. A lighting plan shall be submitted and approved prior to the issuance of a Certificate of Occupancy. This lighting plan shall detail cutoff-type fixtures on all buildings and in parking lots as well as a photometric plan.
3. The applicant shall be permitted to submit a stand-alone landscape plan for review by the City Council at a regularly scheduled meeting. It is understood that the size and scope of this project may require substantial reductions to produce a long-term sustainable plan.
4. As many mature trees as possible located will be preserved and protected during construction, under the direction and supervision of a certified arborist, and remain preserved and protected when distribution operations commence.
5. The only permitted industrial uses on the site shall be warehouse and/or distribution.
6. The Applicant is **strongly encouraged** to consider becoming member of a Community Improvement District to be formed along the I-75 Corridor between Bethlehem Road and Bill Gardner Parkway in order to provide for additional transportation and other related improvements along this corridor, including, but not limited to, the new Bethlehem Road Interchange at I-75, improvements to SR 42 as well as intersection improvements at the Bill Gardner Interchange.
7. All recommended improvements from the revised GRTA Notice of Decision applicable to these subject properties shall be the responsibility of the owner/developer.







**Henry County Water Authority**  
Engineering Division

March 24, 2021

**Re: Water Services - Availability**

**Proposed Development:**

**Property Information:**

**135 Colvin Drive**

**LLs 232, 233; District 1; 95.48 +/- acres**

**Zoning:**

**M-1 (Light Industrial)**

**Sewer Basin:**

**Wolf Creek (Locust Grove)**

**Watershed Basin:**

**Tussahaw**

**TO WHOM IT MAY CONCERN:**

You have requested that this Authority provide you with information concerning the present availability of water services to the above-described property. This letter is being provided for informational purposes only and will not act to reserve water capacity to you or the property and will not create any liability to the Authority. The information contained in this letter will remain in effect for a period of 365 days from the date of this letter unless subsequently notified in writing by the Authority. The information provided herein is based upon the above-stated zoning of the property. Any deviation in zoning that would increase density or usage above that evaluated by the Authority will automatically void the information provided herein and will require a separate re-evaluation by this Authority.

Water service is available to the property described above. A fire flow test calculated in the area revealed the following data:

Static:	103	psi
Residual:	90	psi
Flow	2260	gpm
Calculated Flow @ 20 psi:	6150	gpm

As shown, these results are above the minimum adopted standards of 20 psi residual pressure at 1000 gpm for said commercial development as established by the Henry County Board of Commissioners.


The Authority provides water services where capacity is available on a first-come, first served basis. Each customer, developer, and property owner must also comply with the rules, regulations, and ordinances of the Authority.

The Authority will reevaluate the availability of water services to the property at the time that the development plans are submitted. If there are any additional requirements, or if water capacity is not available, you will be notified in writing.

***Sewage treatment and sewer line capacity are presently not available to the property from HCWA. However, per the HCWA and City of Locust Grove Comprehensive Plan Agreement, the Authority has no objections to the City providing sewer service. The applicant must submit request for sewer availability to the City of Locust Grove.***

***This property is in the Tussahaw Reservoir Watershed Area and must meet the guidelines set forth by the Henry County Watershed Protection Ordinance. A copy of the Ordinance is available to you upon request.***

This letter was prepared with information submitted to HCWA on a Conceptual Plan dated 03/02/2021 prepared by Eberly & Associates.

 Date:  
2021.03.24  
15:52:46 -04'00'

**Scott Sage, P. E.  
Engineering Division Manager  
Henry County Water Authority**

# City Water and Sewer Service Capacity Form:

Please fill out the necessary items above for determination of available capacity for water and sewer service.

Applicant: Daniel Madrigal of GBLG Development, LLC

Address/Location of Request: 135 Colvin Drive

Type of Project:

**Commercial**

Residential

Mixed Use

For residential or mixed-use residential, number of lots or units: Not applicable

For commercial, amount of square feet: 1,384,00 SF

Estimated water usage: \_\_\_\_\_ (GALLONS)

Estimated sewer usage: 17,500 GPD \_\_\_\_\_ (GALLONS)

## **STAFF ANALYSIS**

Is this project within current water and sewer delivery area: \_\_\_\_\_

Does the project have access to adequate water supply: \_\_\_\_\_

Does city have adequate sewer treatment capacity for this project: \_\_\_\_\_

Are any improvements required as a result of this project: \_\_\_\_\_

If so, what types of improvements are necessary

**EXHIBIT "C"**

# Henry Herald

38 Sloan Street  
McDonough, Georgia 30253

## PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF HENRY

Personally appeared before the undersigned, a notary public within and for said county and state, Robert D. McCray, Vice President of SCNI, which published the Henry Herald, Published at McDonough, County of Henry, State of Georgia, and being the official organ for the publication of legal advertisements for said county, who being duly sworn, states on oath that the report of

Ad No.: 31122

Name and File No.: PUBLIC HEARING 4/19/2021  
a true copy of which is hereto attached, was published in said newspaper on the following date(s):  
03/31/2021

*Robert D. McCray*

Robert D. McCray, SCNI Vice President of Sales and Marketing

*Tina Pethel*

By Tina Pethel  
SCNI Controller

Sworn and subscribed to me 04/01/2021



*Dawn Ward*

Notary Public  
My commission expires 03/04/2022

Ad text :     **Public Hearing Notice**  
**City of Locust Grove**  
**April 19, 2021**  
**6:00 PM**  
**Locust Grove**  
**Public Safety Building**  
**3640 Highway 42 South**  
**Locust Grove, GA 30248**

Notice is hereby given as required by Chapter 66 of Title 36 of the Official Code of Georgia Annotated ("Zoning Procedures Law") and Section 17.04 of the Code of Ordinances, City of Locust Grove, Georgia, that the Locust Grove City Council, on Monday, April 19, 2021 at 6:00 PM, will conduct public hearings for the purpose of the following:

**REZONING**

**RZ-21-03-01 Scannell Properties of Indianapolis, IN requests rezoning of 95.48 +/- acres located at 135 Colvin Drive from R-3 (Med-High Single Family Residential) to M-1 (Light Industrial); Parcel 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002 in Land Lot 232 and 233 of the 2nd District. The applicant intends to build a 1.3 million sq. ft. warehouse accompanied by car parking and truck courts.**

**FUTURE LAND USE MAP  
AMENDMENT**

**FLU-AM-21-03-01 Scannell Properties of Indianapolis, IN requests an amendment to the Future Land Use Map for properties located at 135 Colvin Drive, Parcel 127-02017000, 127-02021001, 127-02021000, 127-02018001, 127-02020000, 127-02019003, 127-02019004, 127-02018002 in Land Lot 232 and 233 of the 2nd District. The properties consist of 95.48 +/- acres, and the request is to amend the Future Land Use Map designation from Medium Density Residential to Industrial.**

**The public hearing will be held in the Locust Grove Public Safety Building, located at 3640 Highway 42 South.**

**Daunté Gibbs**  
**Community Development**  
**Director - City of Locust**  
**Grove**  
**31122-3/31/2021**

**AFFIDAVIT OF SIGN POSTING**

Personally appeared, before the undersigned officer duly authorized to administer oaths, Mr. Brian Fornal, who, after being duly sworn, testifies as follows:

1.

My name is Brian Fornal. I am over twenty-one years of age and competent to give this, my affidavit, based upon my personal knowledge.

2.

Scannell Properties of Indianapolis, IN has submitted an application requesting rezoning of 95.48 +/- acres (multiple tracts) from R-3 (Med-High Single Family) to M-1 (Light Industrial); Parcel 127-02017000,127-02021001, 127-02021000,127-02018001, 127-02020000,127-02019003,127-02019004,127-02018002; in Land Lot 217+,232,233 of the 2nd District. The applicant intends to build a 1.3 million sq. ft. warehouse accompanied by car parking and truck courts.

3.

Scannell Properties of Indianapolis, IN requests an amendment to the Future Land Use Map for multiple properties (Parcel 127-02017000,127-02021001, 127-02021000,127-02018001, 127-02020000,127-02019003,127-02019004,127-02018002) in Land Lot 217+,232,233 of the 2nd District. The property consists of 95.48 +/- acres, and the request is to amend the Future Land Use Map designation from Medium Density to Industrial.

4.

On the 30<sup>th</sup> day of March 2021, I, Brian Fornal, posted double-sided sign notifications on the property advertising a public hearing on the above requests to be heard by the Locust Grove City Council on the 15<sup>th</sup> day of March 2021 at 6:00 p.m. at the Locust Grove Public Safety Building, 3640 Highway 42, Locust Grove, Georgia 30248. Photographs of same are attached hereto as Exhibit "A" and incorporated herein by reference. The public hearing signs were posted at the following locations:

- 1) Double-sided signs posted at 9:54 AM on Colvin Drive on or near the properties near 135 Colvin Drive for multiple tracts on 3/30/2021.



FURTHER AFFIANT SAYETH NOT.

This 6<sup>th</sup> day of April 2021.

  
Affiant

Sworn and subscribed before me  
this 6<sup>th</sup> day of April, 2021

Markeya Moore  
Notary Public









**PUBLIC NOTICE**

NOTICE

**PUBLIC NOTICE**

NOTICE

## **EXHIBIT "D"**

### **CONDITIONS**

#### **Conditions for consideration**

**Staff recommends approval of the applicants rezoning request with the following conditions:**

1. Plain painted, baked or acrylic finish corrugated metal panels shall be prohibited on all exterior walls unless otherwise approved by the Architectural Review Board, and then only as an accent feature. Primary facades shall be tilt-up concrete, brick, natural stone, glass with proper fenestration using color, materials and design to break up large expanses of wall space.
2. A lighting plan shall be submitted and approved prior to the issuance of a Certificate of Occupancy. This lighting plan shall detail cutoff-type fixtures on all buildings and in parking lots as well as a photometric plan.
3. The applicant shall be permitted to submit a stand-alone landscape plan for review by the City Council at a regularly scheduled meeting. It is understood that the size and scope of this project may require substantial reductions to produce a long-term sustainable plan.
4. As many mature trees as possible located will be preserved and protected during construction, under the direction and supervision of a certified arborist, and remain preserved and protected when distribution operations commence.
5. The only permitted industrial uses on the site shall be warehouse and/or distribution.
6. The Applicant is **strongly encouraged** to consider becoming member of a Community Improvement District to be formed along the I-75 Corridor between Bethlehem Road and Bill Gardner Parkway in order to provide for additional transportation and other related improvements along this corridor, including, but not limited to, the new Bethlehem Road Interchange at I-75, improvements to SR 42 as well as intersection improvements at the Bill Gardner Interchange.
7. All recommended improvements from the revised GRTA Notice of Decision applicable to these subject properties shall be the responsibility of the owner/developer.



## Main Street Department

P. O. Box 900  
Locust Grove, Georgia 30248

Phone: (770) 957-5043  
Facsimile (770) 954-1223

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### Item Coversheet

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**Item:** Resolution to accept contracts with Clear Channel, Whiteway and Lamar Outdoor for tourism advertising during summer 2021.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** Fund 275 (Hotel/Motel – CVB portion \$9663.00 and \$1162.00 local).

**Date Received:** April 14, 2021

**Workshop Date:** April 19, 2021

**Regular Meeting Date:** May 3, 2021

#### Discussion:

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Attached are contracts that are needed to be signed by the City of Locust Grove for outdoor advertising locations during June/July 2021. We typically have three (3) locations visible to southbound traffic along I-75 at Flippen/Hudson Bridge Road, Jodeco Road, Exit 233 (Hwy 54/Jonesboro Road), and through the Macon Metro area along I-75 and Riverside Parkway area and the I-16 stretch where Golden Isles Parkway intersect.

#### Recommendation:

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Recommend approval of Resolution for acceptance of the contracts for tourism advertising with Clear Channel Outdoor, Whiteway Outdoor, and Lamar Outdoor for June/July 2021.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF LOCUST GROVE (HEREINAFTER REFERRED TO AS “CITY”) TO ACCEPT THE OUTDOOR ADVERTISING CONTRACTS WITH CLEAR CHANNEL, WHITEWAY AND LAMAR FOR TOURISM PURPOSES; AND FOR OTHER PURPOSES.**

***WITNESSETH:***

**WHEREAS**, the City of Locust Grove (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia, and is charged with providing public services to local residents; and

**WHEREAS**, the Locust Grove Municipal Code Sections 1.12(37) and 1.15 authorize the City to consider contracts and agreements with other governmental entities and with private persons, firms and corporations providing for services to be furnished and payments to be made thereof, as provided by ordinance of the governing authority and as provided by pertinent laws of the State of Georgia; and

**WHEREAS**, the City wishes to enter into agreements with Clear Channel Outdoor Whiteway Outdoor and Lamar Outdoor for tourism advertisement services in conjunction with the Henry County Convention and Visitors Bureau reimbursement of a minimum of \$18,000.

**THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCUST GROVE, GEORGIA, AS FOLLOWS:**

- 1. Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- 2. Acceptance of Proposed Agreement.** The City hereby accepts the proposed agreements with Clear Channel Outdoor, Whiteway Outdoor and Lamar Outdoor for tourism advertisement purposes for June/July 2021 (attached hereto as “**Exhibits A, B and C**”, subject to final review and approval by the City Attorney
- 3. Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
- 4. Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
- 5. Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 3<sup>rd</sup> day of May, 2021.

---

ROBERT S. PRICE, MAYOR

ATTEST:

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MISTY SPURLING, CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

**EXHIBIT A**  
**CLEAR CHANNEL OUTDOOR**  
**CONTRACT FOR DIGITAL ADVERTISING**  
**I-75 HUDSON BRIDGE**  
**I-75 JODECO ROAD**





**SALES CONTRACT**

**ACCOUNT EXECUTIVE**

DREW CLEVELAND  
DREWCLEVELAND@clearchannel.com

**CLEAR CHANNEL OUTDOOR, LLC**

1765 W Oak Pkwy, Suite 700  
Marietta, GA 30062

**ORDER #1112607-ATL**

City Of Locust Grove - 6/7 for 4 weeks

**ADVERTISER**

**City Of Locust Grove (#292486)**  
P.O. Box 900  
Locust Grove, GA 30248-3632

**BILL TO**

**City Of Locust Grove (#292486)**  
P.O. Box 900  
Locust Grove, GA 30248-3632

**ATLANTA**


Product	Display	Start Week	4-Week Periods	4-Week Rate	Price
Digital Bulletin	#072971 - I-75S WS 1mi N/O Hudson Bridge Rd. (Exit 224) F/N - 3 - 14' x 48'	6/7/2021	1.0	\$2,100.00	\$2,100.00
Digital Bulletin	#073021 - I-75S ES 0.7mi N/O Jodeco Rd. (Exit 222-MM223) F/N - 1 - 14' x 48'	6/7/2021	1.0	\$2,100.00	\$2,100.00

**COMMENTS**

Rates are NET. Contract runs 6/7/21 - 7/4/21 (4 weeks)

**CONTRACT TOTAL**

<b>Service Cost</b>	\$4,200.00
<b>TOTAL</b>	\$4,200.00


**TERMS & CONDITIONS**

**1. DEFINED TERMS.** As used in this Contract, these terms shall have the meanings set forth below:

"Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.

"Campaign" shall mean the advertising campaign described in the Sales Contract.

"CC Portal" shall mean the software utilized by Clear Channel and authorized Customers to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.

"Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.

"Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Sales Contract.

"Confidential Information" shall mean any information relating to or disclosed to Customer arising from or in connection with any and all pricing information for this Contract.

"Contract" shall mean the applicable Sales Contract, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.

"Customer" shall mean the advertiser and any agency or buying service named in the Sales Contract.

"Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Sales Contract.

"Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.

"Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.

"Sales Contract" shall mean the Contract for Advertising by and between Clear Channel and the Customer setting forth the terms and conditions of the Campaign.

"Sign" or "Signs" shall mean the sign or signs identified in the Sales Contract for the placement of the advertising for the Campaign.

## 2. PAYMENT

a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.

b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Sales Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.

c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.

d. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.

e. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to [ccbilling@clearchannel.com](mailto:ccbilling@clearchannel.com) within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.

f. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

## 3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

### 3.1 OF CUSTOMER

a. Customer represents and warrants to Clear Channel that

(1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content placed on Sign or Signs, shall comply with all applicable federal, state and local laws and regulations,

(2) Customer is the rightful owner or licensee of the advertising content and the advertising content (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.

(3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and

(4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

### 3.2 OF CLEAR CHANNEL

a. Clear Channel, at its sole discretion, may reject or remove any advertising material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's rejection or removal is with good reason, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.

b. Subject to Clear Channel's right to remove posted copy, all approved Advertising Materials, shall be posted, installed and maintained by Clear Channel or its designee in accordance with the terms of the Sales Contract.

c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report, (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Sales Contract.

d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.

e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the display date specified in the Sales Contract and commence billing on the date copy is fully displayed.

f. For non-digital Signs, illumination will only be provided if illumination is indicated on the Sales Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended Illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.

g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.

h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

### 3.3 TAXES

Clear Channel shall pay all personal property taxes attributable to the Signs and Customer, to the extent not exempt, shall be responsible for all other federal, state and local taxes in respect of this Contract.

## 4. CONTENT, PRODUCTION AND DELIVERY

### 4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

a. "Printed Advertising Materials" is defined as materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed).

b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Printed Advertising Materials, Clear Channel shall return any Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

### 4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for digital bulletins, 400x840 pixels for digital posters, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal, by providing the Customer with a password to the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs by Customer, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion revoke Customer's password and shut down its access to the CC Portal.

### 4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any copy instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

**4.4 ARCHIVAL MATERIAL AND RIGHT TO USE.**

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Campaign for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

**4.5 CHANGE OUT OF ADVERTISING MATERIALS.**

Customer may request replacement advertising copy change outs subsequent to the initial advertising copy. Clear Channel may charge Customer for any work associated with complying with Customer's request for replacement advertising copy change outs as part of the advertising services provided by Clear Channel to Customer.

**4.6 RIGHTS AND OBLIGATIONS**

The provision of advertising services by Clear Channel to Customer does not transfer any ownership rights of any advertising structure. Customer acknowledges and agrees that no lease or license shall arise from the provision of advertising services.

**5. DISRUPTION OF PERFORMANCE; LOSS OF USE**

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Sales Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed as a consequence of the loss of use of a Sign or Signs.

**6. TERMINATION**

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

**7. INDEMNIFICATION AND HOLD HARMLESS**

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Clear Channel's display of Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

**8. GENERAL**

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Sales Contract.

c. Customer agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of Clear Channel other than by or to its employees or agents who must have access to such Confidential Information to perform Customer's obligations hereunder.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel. When there is any inconsistency between the Sales Contract and any other terms of this Contract then the Sales Contract shall prevail.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Sales Contract.

g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.

**SIGNATURES**

**CITY OF LOCUST GROVE**

**CLEAR CHANNEL OUTDOOR, LLC**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**EXHIBIT B**  
**WHITEWAY OUTDOOR ADVERTISING**  
**CONTRACT FOR DIGITAL ADVERTISING**  
**SR 54 AT I-75**

# WHITEWAY OUTDOOR ADVERTISING

6400 Powers Ferry Road, Suite 374, Atlanta, GA 30339 (770) 226-9605 Fax (770) 226-9665

STATE OF GEORGIA

COUNTY OF FULTON

## DIGITAL ADVERTISING AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of April 2021, by and between WHITEWAY OUTDOOR ADVERTISING, A Division of Levin Industries, Inc., (hereinafter Whitleway), its address being 6400 Powers Ferry Road, Suite 374, Atlanta, Georgia 30339, and The City of Locust Grove (hereinafter Advertiser), its address being, 3644 GA-42, Locust Grove, GA 30248.

### WITNESSETH:

WHEREAS WHITEWAY wishes to lease to Advertiser and Advertiser wishes to lease from Whitleway, the north face of the LED digital outdoor advertising sign located at I-75 and SR54, Clayton County, Morrow, Georgia (the "Sign").

NOW, THEREFORE, in consideration of the mutual promises and such other good and valuable consideration as hereinafter set forth, the parties hereto agree as follows:

1.

Whitleway hereby leases in accordance with the terms and conditions of this Agreement the north face of the Sign that is described more completely as follows:

LOCATION: West side of I-75 @ SR 54, Clayton County, Morrow, GA, facing southbound traffic.

CLASSIFICATION: "High Rise, outdoor advertising display.

TYPE SIGN: LED Digital Display measuring 14'0" high by 48'-)" wide and to include one (1) ten (10) second static message to be displayed at least once every eighty (80) seconds.

2.

This Agreement shall remain in effect commencing on June 7, 2021 and ending on July 4, 2021 (initial term), unless terminated sooner or as extended as hereinafter set forth.

3.

In the consideration of the herein described services, Advertiser does hereby promise to pay to Whitleway the sum of One Thousand Six Hundred Twenty Five and 00/100 Dollars \$1,625.00 net per month. Payment is to be made in advance, commencing upon the uploading and posting of the artwork files provided by the Advertiser or no later than June 7, 2021.

4.

All advertising materials to be displayed electronically ("Content") on the Outdoor Advertising Display, and all art or copy furnished by Advertiser to Whitleway in connection with this Agreement, shall at all times meet the specifications guidelines provided by Whitleway to Advertiser from time to time ("Specifications") and shall comply with all applicable federal, state and local laws and regulations. All Content and materials furnished by Advertiser to Whitleway (a) shall not be contrary to the public interest, (b) shall conform to Whitleway's then existing programming and operating policies and standards, and (c) are subject to Whitleway's prior approval and continuing right to reject or cause Advertiser to edit the Content. In accepting this Agreement, Advertiser acknowledges and agrees that Whitleway reserves the right to reject any copy, pictorial or otherwise, which, in its sole discretion, (a) is offensive to the moral standards of the community, (b) is or may be considered false, misleading, or deceptive, (c) induces a violation of any present or future ordinance, regulation, law or statute, or (d) in any way reflects or may reflect on the character, integrity, or standing of any individual, firm, partnership, corporation or other entity. Advertiser shall indemnify and hold harmless Whitleway in the event any legal action is threatened or initiated against Whitleway as a result of any advertising placed on the billboard at the request of Advertiser. Indemnification shall include, but not be limited to, reasonable legal fees and the cost and expense of litigation.

5.

Neither Whitleway nor any of its affiliates, partners, contractors or vendors will be liable for loss or damage to Advertiser's materials or Content. If Advertiser requests, within thirty (30) days of the last display of the Content hereunder, Whitleway will, at Advertiser's expense, return Advertiser's Content and materials to Advertiser. If Advertiser does not so request, Company has the

right to dispose of all Advertiser's Content and materials at any time after one hundred twenty (120) days following the last display of Content hereunder.

6.

Advertiser shall, in accordance with the Specifications and at its sole cost and expense, produce and deliver the Content to Whiteway at least three (3) days prior to the Commencement Date and thereafter during the term of this Agreement in accordance with Description and Specifications - Content Management. Subject to any additional charges specified in this Agreement, Whiteway shall, at its own cost, program and install the Content on the Outdoor Advertising Display on the Commencement Date. If the Content has not been delivered in a timely manner or if it does not conform to the Specifications, Whiteway may, in its sole discretion, (a) install the Content or (b) display substitute content of any type and install the Content on the Outdoor Advertising Display at a later date if and when delivered by Advertiser to Whiteway in conformity with the Specifications. Should Advertiser request Whiteway to furnish Advertiser with sketches to scale, including camera-ready artwork, then Whiteway will provide these items to Advertiser at an additional charge.

7.

Whiteway will deliver a monthly "Proof of Performance Report" as generated by the LED Digital Display at Whiteway's sole cost and expense.

8.

All utilities for the operation and maintenance of this Outdoor Advertising Display are to be paid by Whiteway. Advertiser will reimburse Whiteway for all sales and use taxes which Whiteway may be required to pay to any taxing authority upon the sale of advertising space sold hereunder. These shall be additional charges or expenses to Advertiser.

9.

The rent payments agreed to by the parties and set forth in paragraph 3 above include the cost of both routine and extraordinary maintenance and operation of the Sign subject to the limitations expressly set forth herein below. Whiteway promptly will provide all necessary routine and extraordinary maintenance required to keep the Sign functioning properly and to maintain an attractive appearance. Whiteway will at its expense provide electrical and any telephone modem communication hookup required to operate the Outdoor Advertising Display. If the Outdoor Advertising Display is damaged or malfunctions, Whiteway promptly will repair the damage or correct the malfunction, and rent will be abated proportionately in relation to the damage or malfunction to the normal function and utility of the Sign, from the time of such damage to the completion of repairs. For example, if the LED Digital Display goes out, and Whiteway does not repair the damage or malfunction within forty-eight (48) hours following receipt of written notice from Advertiser of such damage or malfunction (not including holidays and weekends), then Advertiser will be entitled to a credit equal to the daily rate for each day thereafter until the LED Digital Display is repaired. In this example, if the monthly rent were \$2,000, then to determine the daily rate, one would divide the monthly rate by 30. If the LED Digital Display is not repaired until the tenth day following the expiration of the notice period, then the credit would be \$533.33. Advertiser shall have no right to make, and shall not make, any modifications or embellishments of any kind or nature to the Outdoor Advertising Display without the prior written consent of Whiteway in each instance, which consent may be withheld by Whiteway in its sole and absolute discretion.

10.

Any delay or failure by Whiteway to perform hereunder as a result of force majeure, power interruptions, DSL connections, labor dispute, law, government action, warning or order, or similar causes beyond Whiteway's reasonable control, will not constitute a breach of this Agreement.

11.

Whiteway will join the proprietary Outdoor Advertising Association of America (the "OAAA") system linked to NCMC's central AMBER Alert database. When an AMBER Alert is issued, the OAAA system sends a notification to participating companies in the relevant jurisdictions with a standardized image for placement on digital billboards. The entire process usually takes less than 15 minutes. Advertiser's message will be pre-empted. Advertiser's rent payments due hereunder will not be abated in connection with any AMBER Alert.

12.

This Agreement shall be binding upon the parties hereto, their successors, and/or assigns.

13.

This Agreement shall be construed and enforced pursuant to the laws of the State of Georgia and all parties agree to be subject to the jurisdiction of the courts of Fulton County, Georgia.

14.

This Agreement shall be binding upon the parties hereto, their successors, and/or assigns.

15.

If the North Face is totally destroyed by storm, fire, lightning, earthquake, or other casualty, including but not limited to vandalism, this Agreement shall terminate as of the date of such destruction, and all monthly usage fees shall be accounted for and prorated as between the parties hereto as of such date. If the North Face is damaged but not totally destroyed to the point it can be repaired within a reasonable period of time, monthly usage fees shall abate until Whiteway has restored the North Face to substantially the same condition as before damage, whereupon full monthly usage fees shall recommence. Should Whiteway, in its sole discretion, elect not to restore the North Face, regardless of the extent of damage, this Agreement shall terminate.

16.

If the whole of the leased space or such portion thereof as will make premises unusable for the purpose herein leased, or for any reason be condemned by any legally constituted authority for any public use or purpose, then in said event, this Agreement shall cease from the date when possession therefore is taken by public authorities, and monthly usage fees shall be accounted for as between the parties as of that date. Such termination however, shall be without prejudice to the rights of either party hereto to recover compensation and damages caused by condemnation from condemnor. It is further understood and agreed that neither party hereto shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of this Agreement as herein provided.

17.

If any monthly usage fees or other charges (including those arising under the indemnification provisions of this Agreement) owing under this Agreement are collected by or through an attorney at law, Advertiser agrees to pay fifteen (15%) percent thereof as attorney's fees, plus any and all costs of collection and litigation.

18.

The failure of a party hereto to enforce any of the provisions of this Agreement, or to exercise any option provided in this Agreement, or to require performance by the other party of any of the provisions in this Agreement, is not a present or future waiver of such provisions and does not affect the validity of this Agreement or the right of such party to enforce each and every provision of this Agreement thereafter. The express waiver (whether one or more times) by a party hereto of any provision, condition or requirement of this Agreement does not constitute a waiver of any future obligation of the other party to comply with such provision, condition or requirement.

19.

This Agreement shall become binding upon acceptance and execution by a duly authorized officer of Whiteway at its home office in Atlanta, Georgia.

20.

Notwithstanding the aforesaid, in the event Whiteway is unable to render the space available for the Outdoor Advertising Display as of the Commencement Date, for any reason whatsoever, this Agreement shall commence as of the date said space is rendered available for the Outdoor Advertising Display.

21.

Advertiser shall be deemed to have breached this Agreement by insolvency, default in the payment of any monthly usage fees or other charges herein provided for, appointment of a receiver for Advertiser's business, making an assignment for the benefit of its creditors, the filing of a voluntary or involuntary petition in bankruptcy with respect to Advertiser, or the violating of any other term or condition hereof. In such event, Whiteway may, ten (10) days after written notice to Advertiser, take possession of the sign and declare the balance of the monthly usage fees herein provided for to be forthwith due and payable and Advertiser hereby agrees to pay such balance upon demand, provided, however, that if Advertiser should cure said default prior to expiration of said ten (10) day period, this Agreement shall remain in full force and effect the same as if said default did not occur.

22.

Notices shall be in writing and shall be sent via U.S. mail, certified or registered, with return receipt requested and postage prepaid, by hand delivery, or by reliable overnight courier, addressed in the case of Whiteway to:

David Levin, President  
Whiteway Outdoor Advertising  
6400 Powers Ferry Road, Suite 374  
Atlanta, GA 30339

and in the case of Advertiser to:

Advertiser City of Locust Grove  
Address: 3644 GA-42, Locust Grove, GA 30248  
City & State Locust Grove, GA 30248  
Attention: Anna Ogg - Main Street Manager

Any such notice shall be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, or on the date of deposit in the United States mail if mailed as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall not affect the validity or the effectiveness of the notice. By giving at least ten (10) days prior written notice thereof, either party may from time to time and at any time change its mailing address hereunder.

23.

Each rental payment will be made on the first business day of each month at Whiteway's main offices or at such other place as Whiteway may designate by notice. All terms are net cash. Payment not made when due shall bear a finance charge of one and one-half percent (1 1/2%) per month on the previous month's unpaid balance before crediting payments and/or credits.

24.

This Agreement shall become binding upon acceptance and execution by a duly authorized officer of Whiteway at its home office in Atlanta, Georgia. In the event that any signature herein is a facsimile or pdf as opposed to an original signature, it is agreed

to by and between the parties herein that such signature shall be considered valid as if it was an original and shall be binding and enforceable accordingly against the signer or its principal, as the case may be.

25.

This Agreement contains the entire understanding of the parties concerning the matters stated herein, notwithstanding any prior written or oral agreements or understandings. The parties hereby expressly agree that they have not relied upon and do not rely upon any oral representation or other representation not contained herein. This Agreement may only be changed or modified by an agreement in writing signed by the hereto or their lawfully appointed representatives.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have affixed their hands the dates below indicated.

**CITY OF LOCUST GROVE**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

Witness

**WHITEWAY:**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

Witness



**EXHIBIT C**  
**LAMAR OUTDOOR**  
**CONTRACT FOR DIGITAL ADVERTISING**  
**I-75 AT HARTLEY BRIDGE ROAD**  
**I-16 AT OCMULGEE EAST BLVD.**  
**I-75 AT EXIT 167**

# WHITEWAY OUTDOOR ADVERTISING

6400 Powers Ferry Road, Suite 374, Atlanta, GA 30339 (770) 226-9605 Fax (770) 226-9665

STATE OF GEORGIA

COUNTY OF FULTON

## DIGITAL ADVERTISING AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of April 2021, by and between **WHITEWAY OUTDOOR ADVERTISING, A Division of Levin Industries, Inc.**, (hereinafter Whitleway), its address being 6400 Powers Ferry Road, Suite 374, Atlanta, Georgia 30339, and **The City of Locust Grove** (hereinafter Advertiser), its address being, 3644 GA-42, Locust Grove, GA 30248.

### WITNESSETH:

WHEREAS WHITEWAY wishes to lease to Advertiser and Advertiser wishes to lease from Whitleway, the north face of the LED digital outdoor advertising sign located at I-75 and SR54, Clayton County, Morrow, Georgia (the "Sign").

NOW, THEREFORE, in consideration of the mutual promises and such other good and valuable consideration as hereinafter set forth, the parties hereto agree as follows:

1.

Whitleway hereby leases in accordance with the terms and conditions of this Agreement the north face of the Sign that is described more completely as follows:

LOCATION:

West side of I-75 @ SR 54, Clayton County, Morrow, GA, facing southbound traffic.

CLASSIFICATION:

"High Rise, outdoor advertising display.

TYPE SIGN:

LED Digital Display measuring 14'0" high by 48'-)" wide and to include one (1) ten (10) second static message to be displayed at least once every eighty (80) seconds.

2.

This Agreement shall remain in effect commencing on June 7, 2021 and ending on July 4, 2021 (initial term), unless terminated sooner or as extended as hereinafter set forth.

3.

In the consideration of the herein described services, Advertiser does hereby promise to pay to Whitleway the sum of One Thousand Six Hundred Twenty Five and 00/100 Dollars \$1,625.00 net per month. Payment is to be made in advance, commencing upon the uploading and posting of the artwork files provided by the Advertiser or no later than June 7, 2021.

4.

All advertising materials to be displayed electronically ("Content") on the Outdoor Advertising Display, and all art or copy furnished by Advertiser to Whitleway in connection with this Agreement, shall at all times meet the specifications guidelines provided by Whitleway to Advertiser from time to time ("Specifications") and shall comply with all applicable federal, state and local laws and regulations. All Content and materials furnished by Advertiser to Whitleway (a) shall not be contrary to the public interest, (b) shall conform to Whitleway's then existing programming and operating policies and standards, and (c) are subject to Whitleway's prior approval and continuing right to reject or cause Advertiser to edit the Content. In accepting this Agreement, Advertiser acknowledges and agrees that Whitleway reserves the right to reject any copy, pictorial or otherwise, which, in its sole discretion, (a) is offensive to the moral standards of the community, (b) is or may be considered false, misleading, or deceptive, (c) induces a violation of any present or future ordinance, regulation, law or statute, or (d) in any way reflects or may reflect on the character, integrity, or standing of any individual, firm, partnership, corporation or other entity. Advertiser shall indemnify and hold harmless Whitleway in the event any legal action is threatened or initiated against Whitleway as a result of any advertising placed on the billboard at the request of Advertiser. Indemnification shall include, but not be limited to, reasonable legal fees and the cost and expense of litigation.

5.

Neither Whitleway nor any of its affiliates, partners, contractors or vendors will be liable for loss or damage to Advertiser's materials or Content. If Advertiser requests, within thirty (30) days of the last display of the Content hereunder, Whitleway will, at Advertiser's expense, return Advertiser's Content and materials to Advertiser. If Advertiser does not so request, Company has the

right to dispose of all Advertiser's Content and materials at any time after one hundred twenty (120) days following the last display of Content hereunder.

6.

Advertiser shall, in accordance with the Specifications and at its sole cost and expense, produce and deliver the Content to Whiteway at least three (3) days prior to the Commencement Date and thereafter during the term of this Agreement in accordance with Description and Specifications - Content Management. Subject to any additional charges specified in this Agreement, Whiteway shall, at its own cost, program and install the Content on the Outdoor Advertising Display on the Commencement Date. If the Content has not been delivered in a timely manner or if it does not conform to the Specifications, Whiteway may, in its sole discretion, (a) install the Content or (b) display substitute content of any type and install the Content on the Outdoor Advertising Display at a later date if and when delivered by Advertiser to Whiteway in conformity with the Specifications. Should Advertiser request Whiteway to furnish Advertiser with sketches to scale, including camera-ready artwork, then Whiteway will provide these items to Advertiser at an additional charge.

7.

Whiteway will deliver a monthly "Proof of Performance Report" as generated by the LED Digital Display at Whiteway's sole cost and expense.

8.

All utilities for the operation and maintenance of this Outdoor Advertising Display are to be paid by Whiteway. Advertiser will reimburse Whiteway for all sales and use taxes which Whiteway may be required to pay to any taxing authority upon the sale of advertising space sold hereunder. These shall be additional charges or expenses to Advertiser.

9.

The rent payments agreed to by the parties and set forth in paragraph 3 above include the cost of both routine and extraordinary maintenance and operation of the Sign subject to the limitations expressly set forth herein below. Whiteway promptly will provide all necessary routine and extraordinary maintenance required to keep the Sign functioning properly and to maintain an attractive appearance. Whiteway will at its expense provide electrical and any telephone modem communication linkup required to operate the Outdoor Advertising Display. If the Outdoor Advertising Display is damaged or malfunctions, Whiteway promptly will repair the damage or correct the malfunction, and rent will be abated proportionately in relation to the damage or malfunction to the normal function and utility of the Sign, from the time of such damage to the completion of repairs. For example, if the LED Digital Display goes out, and Whiteway does not repair the damage or malfunction within forty-eight (48) hours following receipt of written notice from Advertiser of such damage or malfunction (not including holidays and weekends), then Advertiser will be entitled to a credit equal to the daily rate for each day thereafter until the LED Digital Display is repaired. In this example, if the monthly rent were \$2,000, then to determine the daily rate, one would divide the monthly rate by 30. If the LED Digital Display is not repaired until the tenth day following the expiration of the notice period, then the credit would be \$533.33. Advertiser shall have no right to make, and shall not make, any modifications or embellishments of any kind or nature to the Outdoor Advertising Display without the prior written consent of Whiteway in each instance, which consent may be withheld by Whiteway in its sole and absolute discretion.

10.

Any delay or failure by Whiteway to perform hereunder as a result of force majored, power interruptions, DSL connections, labor dispute, law, government action, warning or order, or similar causes beyond Whiteway's reasonable control, will not constitute a breach of this Agreement.

11.

Whiteway will join the proprietary Outdoor Advertising Association of America (the "OAAA") system linked to NCMEC's central AMBER Alert database. When an AMBER Alert is issued, the OAAA system sends a notification to participating companies in the relevant jurisdictions with a standardized image for placement on digital billboards. The entire process usually takes less than 15 minutes. Advertiser's message will be pre-empted. Advertiser's rent payments due hereunder will not be abated in connection with any AMBER Alert.

12.

This Agreement shall be binding upon the parties hereto, their successors, and/or assigns.

13.

This Agreement shall be construed and enforced pursuant to the laws of the State of Georgia and all parties agree to be subject to the jurisdiction of the courts of Fulton County, Georgia.

14.

This Agreement shall be binding upon the parties hereto, their successors, and/or assigns

15.

If the North Face is totally destroyed by storm, fire, lightning, earthquake, or other casualty, including but not limited to vandalism, this Agreement shall terminate as of the date of such destruction, and all monthly usage fees shall be accounted for and prorated as between the parties hereto as of such date. If the North Face is damaged but not totally destroyed to the point it can be repaired within a reasonable period of time, monthly usage fees shall abate until Whiteway has restored the North Face to substantially the same condition as before damage, whereupon full monthly usage fees shall recommence. Should Whiteway, in its sole discretion, elect not to restore the North Face, regardless of the extent of damage, this Agreement shall terminate.

16.

If the whole of the leased space or such portion thereof as will make premises unusable for the purpose herein leased, or for any reason be condemned by any legally constituted authority for any public use or purpose, then in said event, this Agreement shall cease from the date when possession therefore is taken by public authorities, and monthly usage fees shall be accounted for as between the parties as of that date. Such termination however, shall be without prejudice to the rights of either party hereto to recover compensation and damages caused by condemnation from condemnor. It is further understood and agreed that neither party hereto shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of this Agreement as herein provided.

17.

If any monthly usage fees or other charges (including those arising under the indemnification provisions of this Agreement) owing under this Agreement are collected by or through an attorney at law, Advertiser agrees to pay fifteen (15%) percent thereof as attorney's fees, plus any and all costs of collection and litigation.

18.

The failure of a party hereto to enforce any of the provisions of this Agreement, or to exercise any option provided in this Agreement, or to require performance by the other party of any of the provisions in this Agreement, is not a present or future waiver of such provisions and does not affect the validity of this Agreement or the right of such party to enforce each and every provision of this Agreement thereafter. The express waiver (whether one or more times) by a party hereto of any provision, condition or requirement of this Agreement does not constitute a waiver of any future obligation of the other party to comply with such provision, condition or requirement.

19.

This Agreement shall become binding upon acceptance and execution by a duly authorized officer of Whiteway at its home office in Atlanta, Georgia.

20.

Notwithstanding the aforesaid, in the event Whiteway is unable to render the space available for the Outdoor Advertising Display as of the Commencement Date, for any reason whatsoever, this Agreement shall commence as of the date said space is rendered available for the Outdoor Advertising Display.

21.

Advertiser shall be deemed to have breached this Agreement by insolvency, default in the payment of any monthly usage fees or other charges herein provided for, appointment of a receiver for Advertiser's business, making an assignment for the benefit of its creditors, the filing of a voluntary or involuntary petition in bankruptcy with respect to Advertiser, or the violating of any other term or condition hereof. In such event, Whiteway may, ten (10) days after written notice to Advertiser, take possession of the sign and declare the balance of the monthly usage fees herein provided for to be forthwith due and payable and Advertiser hereby agrees to pay such balance upon demand, provided, however, that if Advertiser should cure said default prior to expiration of said ten (10) day period, this Agreement shall remain in full force and effect the same as if said default did not occur.

22.

Notices shall be in writing and shall be sent via U.S. mail, certified or registered, with return receipt requested and postage prepaid, by hand delivery, or by reliable overnight courier, addressed in the case of Whiteway to:

David Levin, President  
Whiteway Outdoor Advertising  
6400 Powers Ferry Road, Suite 374  
Atlanta, GA 30339

and in the case of Advertiser to:

Advertiser City of Locust Grove  
Address: 3644 GA-42, Locust Grove, GA 30248.  
City & State Locust Grove, GA 30248  
Attention: Anna Ogg – Main Street Manager

Any such notice shall be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, or on the date of deposit in the United States mail if mailed as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall not affect the validity or the effectiveness of the notice. By giving at least ten (10) days prior written notice thereof, either party may from time to time and at any time change its mailing address hereunder.

23.

Each rental payment will be made on the first business day of each month at Whiteway's main offices or at such other place as Whiteway may designate by notice. All terms are net cash. Payment not made when due shall bear a finance charge of one and one-half percent (1½%) per month on the previous month's unpaid balance before crediting payments and/or credits.

24.

This Agreement shall become binding upon acceptance and execution by a duly authorized officer of Whiteway at its home office in Atlanta, Georgia. In the event that any signature herein is a facsimile or pdf as opposed to an original signature, it is agreed

to by and between the parties herein that such signature shall be considered valid as if it was an original and shall be binding and enforceable accordingly against the signer or its principal, as the case may be.

25.

This Agreement contains the entire understanding of the parties concerning the matters stated herein, notwithstanding any prior written or oral agreements or understandings. The parties hereby expressly agree that they have not relied upon and do not rely upon any oral representation or other representation not contained herein. This Agreement may only be changed or modified by an agreement in writing signed by the hereto or their lawfully appointed representatives.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have affixed their hands the dates below indicated.

**CITY OF LOCUST GROVE**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

Witness

**WHITEWAY:**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

Witness

**EXHIBIT C**  
**LAMAR OUTDOOR**  
**CONTRACT FOR DIGITAL ADVERTISING**  
**I-75 AT HARTLEY BRIDGE ROAD**  
**I-16 AT OCMULGEE EAST BLVD.**  
**I-75 AT EXIT 167**

Macon  
 6001 Mercer University Drive  
 Macon, GA 31210  
 Phone: 478-474-3990  
 Fax: 478-254-7277



Date: 4/7/2021  
 New/Renewal: NEW

**CONTRACT # 3596108**

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	719045-0
Name	CITY OF LOCUST GROVE
Address	LOCUST GROVE CITY HALL
City/State/Zip	LOCUST GROVE, GA 30248
Contact	ANNA OGG
Email Address	AOgg@locustgrove-ga.gov
Phone #	
Fax #	
P.O./ Reference #	
Advertiser/Product	CITY OF LOCUST GROVE
Campaign	Opportunity: June 2021 Campaign

Space										
# of Panels: 4								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
2808 30751012	282-MACON, GA	I-75 .2M S/O HARTLEY BR. RD. WS/FS DIGITAL	Yes	Digital Bulletin	16' 0" x 60' 0"		08/07/21-07/04/21	1	\$1,250.00	\$1,250.00
2813 30851135	282-MACON, GA	I-16 - .4M W/O OCMULGEE EAST BLVD NS/FE	Yes	Digital Bulletin	36' 0" x 17' 0"		08/07/21-07/04/21	1	\$1,250.00	\$1,250.00
2899 30751118	282-MCDONOUGH, GA	I-75 - .7 MILE N/O EXIT 221 ES/FN DIGITAL	Yes	Digital Bulletin	16' 0" x 60' 0"		08/07/21-07/04/21	1	\$1,250.00	\$1,250.00
90012 30788785	282-MACON, GA	I-75 N/O EXIT 167 LOC.2 & R.SIDE DR. ES/FS	Yes	Digital Bulletin	10' 6" x 36' 0"		08/07/21-07/04/21	1	\$1,250.00	\$1,250.00
Total Space Costs:									\$5,000.00	

**Special Considerations:**

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Advertising Manager (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	CITY OF LOCUST GROVE
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

House  
 ACCOUNT EXECUTIVE

GENERAL MANAGER

DATE





**CONTRACT # 3596108**

**STANDARD CONDITIONS**

1. **Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. **Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. **Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. **Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.
13. **Digital Provisions:** Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.







**CONTRACT # 3596108**

**14. Customer Supplied Content (ISpots) License and Indemnity Agreement**

Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):

(i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.  
(ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.

(iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.

(iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.

(v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.

(vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.





## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248  
Phone: (770) 957-5043  
Facsimile (770) 954-1223

### Item Coversheet

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**Item:** A Resolution to create a streetlight district in Elmstone Commons at Locust Grove Station, Phase 2, a residential subdivision

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** NA

**Budget Item:** NA

**Date Received:** March 26, 2021

**Workshop Date:** April 19, 2021

**Regular Meeting Date:** May 3, 2021

#### Discussion:

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Staff received an application to create a streetlight district in phase two of Elmstone Commons at Locust Grove Station, a residential subdivision.

- Number of Lots: 55
- Number of Lights: 10 (Central GA EMC)
- Type of Lights: Colonial LED
- Cost per Light: \$9.75
- Cost per Month: \$97.50
- Cost per Year: \$1,170
- Administrative Cost: 15% of annual cost = \$175.50
- Pro Rata Cost per Lot:  $\$1,170 + \$175.50 / 55 \text{ lots} = \underline{\$24.46 \text{ per year}}$

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## **Comments:**

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The City's Street Light Tax District Ordinance permits the Council to create streetlight districts by resolution. The City will pay the electricity usage fees on the lights each month then be reimbursed annually for these fees by way of a pro rata cost that is added to each property tax statement. This pro rata cost includes each lot's share of the electricity usage fees and administrative costs.

The Application represents 55 of the 55 total lots in the subdivision. 100% of the property owners in this subdivision are in favor of creating this streetlight district.

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## **Recommendation:**

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Staff recommends approval of the Resolution to create a new streetlight district in Elmstone Commons @ Locust Grove Station, Phase 2.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO APPROVE A REQUEST TO CREATE A STREET LIGHT TAX DISTRICT IN ELMSTONE COMMONS AT LOCUST GROVE STATION, PHASE 2, SUBDIVISION IN ACCORDANCE WITH CHAPTER 3.10 OF THE CITY OF LOCUST GROVE CODE OF ORDINANCES; TO PROVIDE CONDITIONS FOR APPROVAL; TO IDENTIFY A PUBLIC PURPOSE; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**W I T N E S S E T H :**

**WHEREAS**, the City of Locust Grove, Georgia (“City”) adopted Article II, Chapter 3.10 (“Chapter”) entitled “Street Light Tax Districts”; and,

**WHEREAS**, the purpose of the Chapter is to provide the City with a procedure for the installation, maintenance and operation of street lights in certain public rights-of-way in the City of Locust Grove and for the promotion of health, safety, prosperity and general welfare of the citizens of Locust Grove; and,

**WHEREAS**, Mark Walker, of GDCI GA 5, LP, (“Owner”) submitted an *Application for Special Tax District – Street Lighting* and a *Petition for Special Tax District – Street Lighting* (“Application”) attached as **Exhibit “A”** for the subdivision known as Elmstone Commons at Locust Grove Station, Phase 2, (the “Subdivision”); and,

**WHEREAS**, the Application indicates support from one-hundred percent (100%) of the property owners in the Subdivision in accordance with the Chapter; and,

**WHEREAS**, the Owner submitted a copy of the Central Georgia Electric Membership Corporation Underground Wiring / Outdoor Lighting Agreement for the Subdivision (“Request”) outlining the costs, quantities, locations, terms and conditions associated with the Request attached as **Exhibit “B”**; and,

**WHEREAS**, the City agrees to pay the monthly streetlight fee of \$97.50 (\$1,170 annually) to Central Georgia EMC in accordance with the Request and to be reimbursed for such payments by way of assessments imposed upon all property owners within this subdivision in the amount of \$24.46 (includes a 15% administrative fee) per lot annually; and,

**WHEREAS**, the Mayor and City Council (“Council”) reviewed the Application and Request during a workshop meeting held on April 19, 2021; and,

**WHEREAS**, the Request was found to be generally consistent with the purpose and intent of the Chapter; and,

**WHEREAS**, the Council, in the exercise of their sound judgment and discretion, after giving thorough thought to all implications involved, and keeping in mind the public interest and welfare to the citizens of the City, have determined this request for the creation of a street light tax district to be in the best interests of the citizens of the City, that this Resolution be adopted.

**THEREFORE, IT IS NOW RESOLVED BY THE CITY OF LOCUST GROVE,  
GEORGIA, AS FOLLOWS:**

1. **Finding.** That the Council hereby finds that the Application submitted by the Owner generally conforms to the requirements of Chapter 3.10 of City of Locust Grove Code.
2. **Public Purpose.** The Council finds that the foregoing actions constitute a major stem in preserving the health, safety, well-being and economic vitality of the community and are, therefore, consistent with its public purposes and powers.
3. **Authority.** That the Council hereby authorizes the Mayor to execute the *Central Georgia Underground Wiring / Outdoor Lighting Agreement* for the Subdivision and any other documents necessary to carry out this Resolution, and to place this Resolution and any related documents among the official records of the City for future reference.
4. **Severability.** To extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
5. **Repeal of Conflicting Provisions.** All Council resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
6. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 3<sup>rd</sup> day of May, 2021.

\_\_\_\_\_  
ROBERT S. PRICE, MAYOR

ATTEST:

\_\_\_\_\_  
MISTY SPURLING, CITY CLERK

(seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT "A"**

*Application for Special Tax District – Street Lighting*

# Application For Special Tax District - Street Lighting

We, the undersigned, all being property owners of the City of Locust Grove Special Tax District for Street Lighting, being the Elmstone Commons at LGS (Pod SF-4) (Subdivision) in Land Lot(s) 195, and 196 of the 2nd Land District at Tanger Blvd (road), do hereby petition the Mayor and City Council of the City of Locust Grove "City" for the placement of streetlights through our subdivision or street(s).

Each of us do hereby pledge and consent to levying of a lien by the City against property we own for the purpose of payment for the cost of maintenance and operation of the streetlights.

There are 263 (number) lots currently existing in the Special Tax District Elmstone Commons at Locust Grove Station (Pod SF-4) (Subdivision), and each owner as shown on the tax records has affirmatively signed this petition or their indication for disapproval is noted herein. The petition represents 21 (number) affirmative votes, representing \_\_\_\_\_% of this district to be affected in this request. Your signature on this petition indicates that you have read and fully understand all information contained with Chapter 3.10 of the Code of Ordinances of the City of Locust Grove.

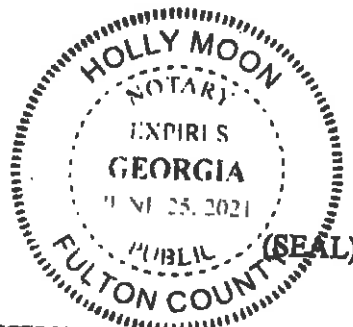
Personally appeared before me, a Notary Public, the undersigned affiant, who says on oath that Mark Walker (name) is one of the subscribing witnesses to the within instrument; and, that each said witnesses saw the execution and delivery of the same by each grantor therein for the purpose set forth; and, that each of said witnesses signed the same as supported. Sworn to and subscribed to me, this 16<sup>th</sup> day of November, 2017.



SUBSCRIBING WITNESS



NOTARY PUBLIC



PLEASE INDICATE WHICH UTILITY COMPANY SERVICES YOUR PROPOSED STREET LIGHT DISTRICT:

- GEORGIA POWER     CENTRAL GEORGIA     OTHER \_\_\_\_\_
- NEW STREETLIGHT DISTRICT     ADDING STREETLIGHTS TO EXISTING DISTRICT

**EXHIBIT "B"**

*Central Georgia Electric Membership Corporation  
Underground Wiring / Outdoor Lighting Agreement*



CENTRAL GEORGIA ELECTRIC MEMBERSHIP CORPORATION  
923 SOUTH MULBERRY STREET  
JACKSON, GEORGIA 30233

**UNDERGROUND WIRING / OUTDOOR LIGHTING AGREEMENT**

Name: LOCUST GROVE CITY OF Acct. No.: 12223-029 Loc. No.: 101129702  
(Print Name as Listed on Bill Card)

Address: ELMSTONE COMMONS PHS 2 STREETLIGHTS

I (we) hereby apply for a lease of outdoor lighting equipment to Central Georgia EMC under the terms and conditions set forth below:

**1. INFORMATION AND COST**

Lights, Fixtures, and Poles:

Quantity 10 Rate 13 Class 5 Cost Per Month \$ 9.75 each Total Cost \$ 97.50 per month Description: COLONIAL LED  
Quantity \_\_\_ Rate \_\_\_ Class \_\_\_ Cost Per Month \$ \_\_\_ each Total Cost \$ \_\_\_ per month Description: \_\_\_  
Quantity \_\_\_ Rate \_\_\_ Class \_\_\_ Cost Per Month \$ \_\_\_ each Total Cost \$ \_\_\_ per month Description: \_\_\_  
Quantity \_\_\_ Rate \_\_\_ Class \_\_\_ Cost Per Month \$ \_\_\_ each Total Cost \$ \_\_\_ per month Description: \_\_\_

**TOTAL COST PER MONTH \$ 97.50**

Total CIAC (Contribution in Aid of Construction)= \$ \_\_\_\_\_

3. The corporation reserves the right to increase or decrease rates of outdoor lighting without prior written notice to each individual lessee.
4. Fixtures served by underground wiring will be available at these rates when the underground cable is buried in the same trench with the underground distribution system and the excess trench required does not exceed thirty (30) feet per fixture for a small LED fixture or eighty (80) feet per fixture for a large LED fixture or post top LED fixture. A contribution in aid of construction shall be paid in advance for the footage in excess of the base allowance.
5. I (we) will perform all trenching, install duct furnished by the Corporation, backfill, and complete the paving to the mutual satisfaction of all parties concerned where underground wiring is desired and paving or other obstacles exist.
6. I (we) will pay in advance a contribution in aid of construction in the amount of the current installed cost of additional pole(s) if more than one pole must be installed. The additional pole(s) will remain the property of the Corporation.
7. All lighting equipment, wiring, etc. will be furnished by the Corporation.
8. The Corporation will perform ordinary maintenance of light and equipment which will be done during normally scheduled working hours. Current overtime fee per service call shall be paid to the serviceperson making the repairs when requested at any time other than the normal working hours.
9. I (we) will pay for replacement of any equipment damaged or destroyed by vehicle collision or vandalism.
10. I (we) will pay the lease for the light(s) at the rates above according to current billing procedures. The Corporation may discontinue service without further notice if the bill is not paid.
11. The corporation shall use reasonable care to maintain constant service but shall not be liable for interruption through acts of God, strikes, labor troubles, or any other causes beyond the control of the Corporation.
12. I (we) will pay a Membership or Additional Service fee and be bound by the provisions of the Articles of Incorporation, Bylaws, and rules of the Corporation that may be adopted from time to time.

13. This agreement shall become effective on the date of service is first delivered and shall remain in effect for 5 years and thereafter until terminated by either party's giving three month notice.
14. This agreement shall be binding upon the successors, legal representative, and assigns of the respective parties hereto.
15. The Corporation reserves the right to shield the light or relocate the pole and light if objected by the adjacent landowners.
16. I (we) will grant, bargain, sell, and convey unto the Corporation, its successors, and assign an easement and right-of-way for the purpose of constructing, inspecting, maintaining, operating, repairing, or replacing its facilities. The Corporation shall have the right to egress to and egress from the easement over the lands of the lessee adjacent to the easement and lying between public and private roads and easements.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

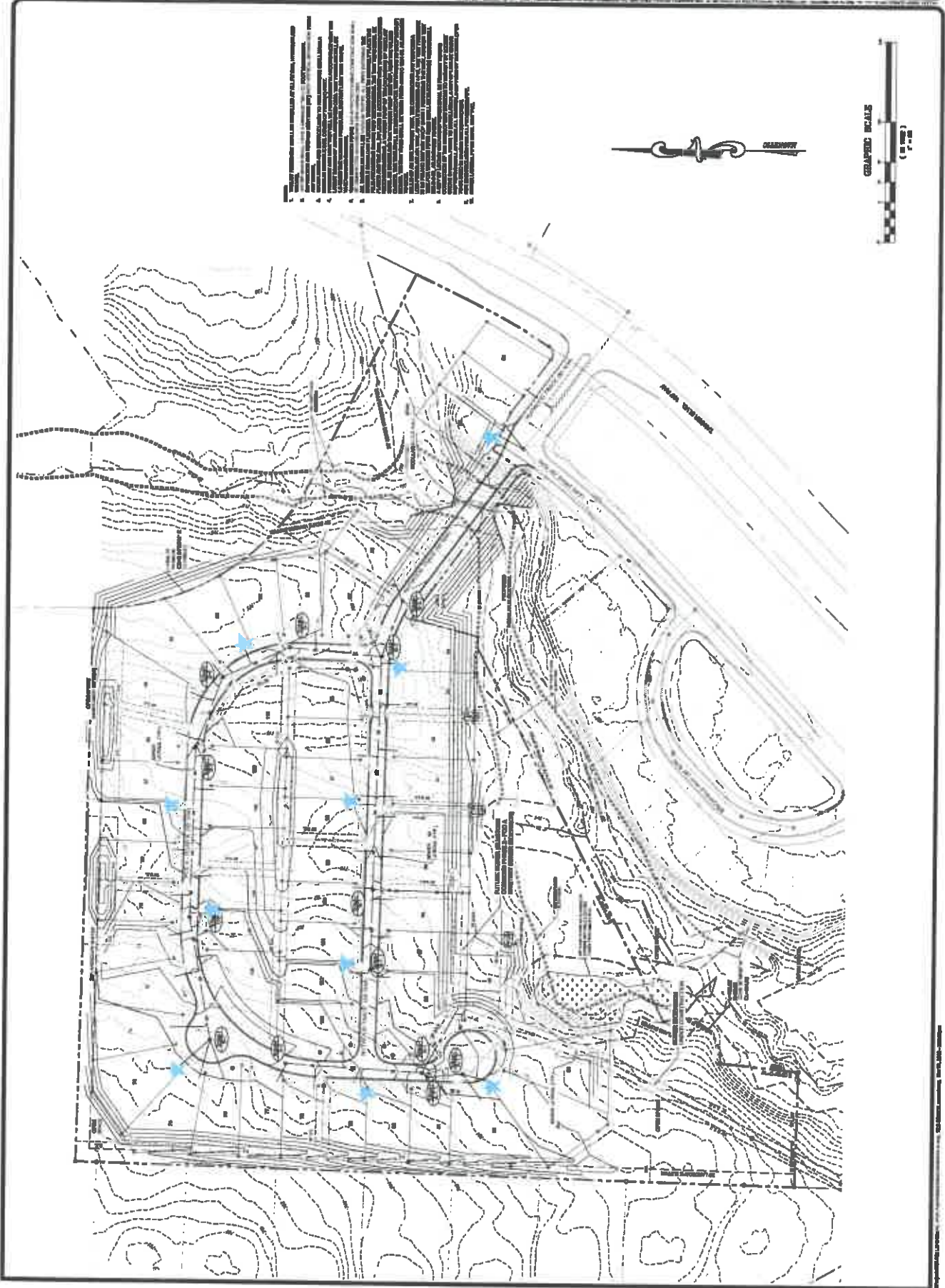
Date: \_\_\_\_\_



SEWER PLAN  
FOR  
ELMSTONE COMMONS  
PH. 2 AT LAB (AKA POD A)  
LOCATION:  
LAND LOTS 194, 200 & 204, DISTRICT 2  
LOQUET GROVE, GEORGIA



SHEET NUMBER  
12.0



1. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THESE UTILITIES AND HAS FOUND THEM TO BE AS SHOWN ON THIS PLAN. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THESE UTILITIES AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

2. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING SEWER MAINS AND BRANCHES AND HAS FOUND THEM TO BE AS SHOWN ON THIS PLAN. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THESE SEWER MAINS AND BRANCHES AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

3. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING MANHOLES AND CATCH BASINS AND HAS FOUND THEM TO BE AS SHOWN ON THIS PLAN. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THESE MANHOLES AND CATCH BASINS AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

4. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING SEWER PIPES AND HAS FOUND THEM TO BE AS SHOWN ON THIS PLAN. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THESE SEWER PIPES AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

5. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING SEWER STRUCTURES AND HAS FOUND THEM TO BE AS SHOWN ON THIS PLAN. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THESE SEWER STRUCTURES AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

6. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING SEWER SYSTEM AND HAS FOUND IT TO BE AS SHOWN ON THIS PLAN. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THIS SEWER SYSTEM AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

7. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING SEWER SYSTEM AND HAS FOUND IT TO BE AS SHOWN ON THIS PLAN. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THIS SEWER SYSTEM AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

8. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING SEWER SYSTEM AND HAS FOUND IT TO BE AS SHOWN ON THIS PLAN. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THIS SEWER SYSTEM AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

9. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING SEWER SYSTEM AND HAS FOUND IT TO BE AS SHOWN ON THIS PLAN. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THIS SEWER SYSTEM AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

10. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING SEWER SYSTEM AND HAS FOUND IT TO BE AS SHOWN ON THIS PLAN. THE ENGINEER HAS NOT CONDUCTED ANY TESTS OF THIS SEWER SYSTEM AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.



## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248

Phone: (770) 957-5043  
Facsimile (770) 954-1223

## Item Coversheet

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**Item: Request for a Special Event Permit for the HAVEN HOUSE 5K Road Race on September 25, 2021.**

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** N/A

**Date Received:** March 17, 2021

**Workshop Date:** N/A

**Regular Meeting Date:** April 19, 2021

### Discussion:

---

Staff received a request for a Special Events Permit for the HAVEN HOUSE 5K Road Race on September 25, 2021. The race will begin at 9:00 AM. The applicant has answered the following questions:

- The duration of the event (including set up and break down)
  - Set up will begin @ 7:00am and should be wrapped up and cleaned up by 1:00pm.
- Contact information for the non-profit beneficiary including proof of non-profit status
  - FLINT RIVER COUNCIL ON FAMILY VIOLENCE, INC., HAVEN HOUSE – Tara Matlock 301-467-3204
- Contact information for the person who will be onsite on race day.  
Tara Matlock 301-467-3204

- Which merchants will have booths at the event?
  - **None**
  
- Permission from Henry County to use the Locust Grove Recreation Center's back parking lot
  - **Prior to issuance of Special Event Permit, email confirmation must be received and filed from Henry County Parks and Rec.**
  
- An approved race route from Locust Grove PD
  - **Yes, see attached route for 5K**

**Comments:**

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The Flint Circuit Council on Family Violence, Inc., Haven House is recognized by the IRS as a 501(c)(3) tax-exempt organization.

**Recommendation:**

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**Staff recommends approval of the applicant's special event request.**

**I MOVE TO (APPROVE/DENY/TABLE) THE REQUEST FOR A SPECIAL EVENT PERMIT FOR THE HAVEN HOUSE 5K ROAD RACE ON September 25, 2021.**





## SPECIAL EVENTS PERMIT APPLICATION

Applicant: Tara Matlock, Haven House Board Member	Submittal Date: February 11, 2021
Organization: Flint Circuit Council on Family Violence	Event Date(s)*: September 25, 2021
Type of Event: Fundraiser	Event Time(s): 9:00 am

**\*Please provide the following information a minimum of thirty (30) days prior to the event date.**

**This request will be placed on the next available City Council agenda for a hearing.**

**The applicant (or designated representative) must attend this hearing.**

Applicant's local address:	PO Box 1150 McDonough, GA 30253
Applicant's e-mail address:	taramatlock@hotmail.com
Location of the Event:	Locust Grove Recreation Center
Name and telephone number of onsite contact who will be onsite for the duration of the event.	Tara Matlock (301-467-3204)
Description of the nature of the special event:	Fund raiser for Haven House/nonprofit
Identify sponsors and/or merchants participating in the event.	Haven House Board Member
Identify types of goods to be sold*, if any <i>*Additional permits may be required</i>	Food will not be sold
Duration of the event (including setup and take down)	7:00 am - 1:00 pm
Description of music/entertainment*: <i>*City's Noise Ordinance prohibits loud music/voices after midnight.</i>	Music before event

### Additional required information:

- Written permission from the property owner
- Legible copy of the applicant's driver's license (or other State issued ID)
- If the event is a road race, parade, march, running or cycling along public streets, attach a proposed route for review and approval.
  - List number of police officers/public works staff requested – additional fees may apply
- All fees\* are payable to the City of Locust Grove in the amount of \$150  
*\*If the event is for a non-profit organization wishing to waive the fees, proof of the organization's non-profit status must be submitted.*
- **FOR PROFIT EVENTS ONLY:** Complete the "Georgia Bureau of Investigation – Georgia Crime Information Center Consent Form" for a background check.
- **FOR PROFIT EVENTS ONLY:** Complete the attached "E-Verify Affidavit"
- **FOR PROFIT EVENTS ONLY:** Complete the attached "Affidavit Verifying Status for Receipt of Public Benefits"

Signature: Tara Matlock Date: 3.16.21



E-VERIFY AFFIDAVIT

Locust Grove, GA

E-verify Private Employer Affidavit Pursuant to O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6(d), stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly know as E-Verify, or any subsequent replacement in O.C.G.A. § 36-60-6(d). Furthermore, the undersigned applicant verifies one of the following with respect to my application for the above mentioned document:

- 1. (a)  The individual, firm or corporation employed more than ten (10) employees.
- (b)  The individual, firm or corporation employed ten (10) or fewer employees.

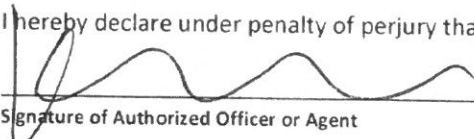
*If the employer selected 1(a) please fill out Section 2 below.*

- 2. The undersigned private employer attests that its federal work authorization user identification number and date of authorization are listed below:

58-1851426  
Federal Work Authorization User Identification Number

11/5/1999  
Date of Authorization

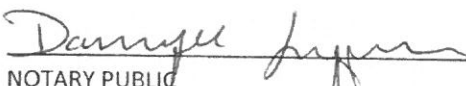
I hereby declare under penalty of perjury that the foregoing is true and correct.

  
Signature of Authorized Officer or Agent

Katie Tucker, Executive Director  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

16<sup>th</sup> DAY OF March, 2021

  
NOTARY PUBLIC  
My Commission Expires: 02-07-25





AFFIDAVIT VERIFYING STATUS for RECEIPT OF PUBLIC BENEFITS  
O.C.G.A. § 50-36-1(e)(2) AFFIDAVIT

By executing this affidavit under oath, as an applicant for the City of Locust Grove, Georgia public benefit (defined below), as supplemented by resolution of the City Council, and as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application to the City of Locust Grove:

I am a United States citizen.

OR

I am a legal permanent resident 18 years of age or older, or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

I understand that "public benefit" includes but is not limited to: Adult education; Authorization to conduct a commercial enterprise or business; Authorization to conduct activities regulated by local government such as flea markets, peddlers, sidewalk vendors, massage therapy, bingo games, adult entertainment, pawn shops, day cares, etc.; Business certificate, license, or registration; Business loan; Cash allowance; Contract for materials or services; Disability assistance or insurance; Down payment assistance; Energy assistance; Food stamps; Gaming license; Health benefits; Housing allowance, grant, guarantee, or loan; Home occupation certificate, license, license and registration; Loan guarantee; Medicaid; Occupational license; Professional license; Registration of a regulated business; Rent assistance or subsidy; Retirement benefits; State grant or loan; State identification card; Tax certificate required to conduct a commercial business; Temporary assistance for needy families (TANF); Unemployment insurance; Vehicles for Hire certificate or license; and Welfare to work.

Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity

PO Box 1150 McDonough, GA 30253

770-954-100

Address of applicant named above

Telephone Number

Flint Circuit Council on Family Violence, Inc.

Fundraiser

Name of individual, business, corporation, partnership or other private entity for whom application is being made

Category of Public Benefit

In making the above representations under oath, I understand that any person who knowing and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

16<sup>th</sup> DAY OF March 20 21

NOTARY PUBLIC Danielle Lynn  
MY COMMISSION EXPIRES: 2-7-25

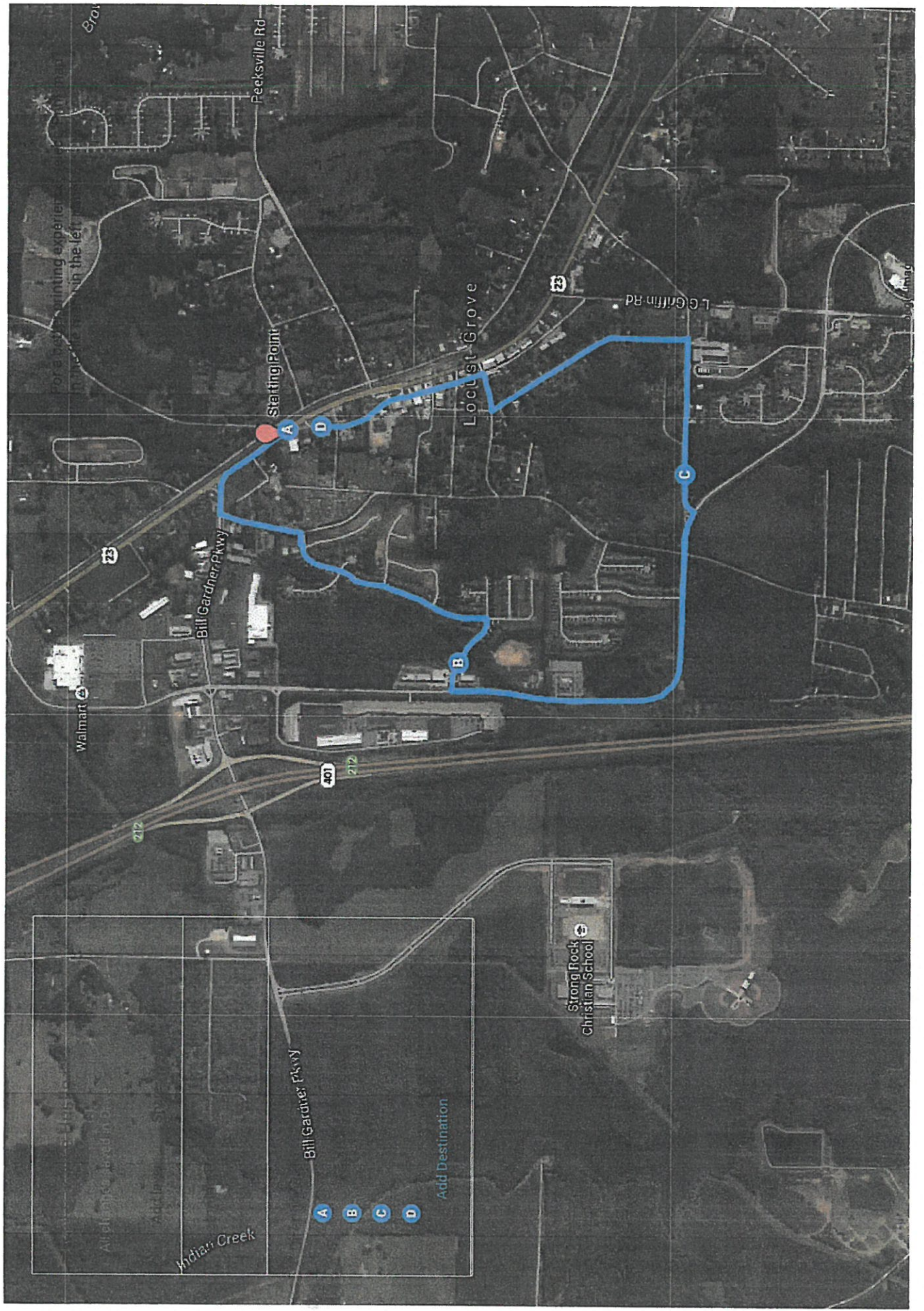
Jana Matton 3/15-21  
Signature of Applicant Date

TARA MATTOCK  
Printed Name

\*Alien Registration Number for Non-citizens











## Community Development Department

P. O. Box 900  
Locust Grove, Georgia 30248  
Phone: (770) 957-5043  
Facsimile (770) 954-1223

# Item Coversheet

---

**Item:** Resolution approving the architectural plans submitted for Life Built Homes, located at 3390 Highway 42 South.

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** NA

**Budget Item:** No

**Date Received:** March 31, 2021

**Workshop Date:** April 19, 2021

**Regular Meeting Date:** N/A

### Discussion:

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Life Built Homes, of Locust Grove, GA, has submitted color building elevation renderings for a proposed addition to their existing office located at 3390 Highway 42 South.

As part of the requirements for building permits for new structures or major renovations, it is necessary for the Mayor and City Council, acting in their capacity as the Architectural Review Board, to review the proposed building exterior elevations for comment and approval.

The general concept is to expand and remodel the existing single-story rectangular shaped building where the main entrance and vehicle access faces Highway 42 South.

The applicant proposes an addition of 1,147 sq. ft. to the existing 1,160 square feet, totaling 2,307 square feet. This building is being managed by alternating earth tone colors, primarily shades of gray, with stone veneer over CMU, fiber cement board and batten, metal roofing, fiber cement siding to replace vinyl, and an ADA compliant access ramp.

Chapter 15.44 Architectural Review

15.44.050 - Exterior materials standards.

- A. Except where otherwise provided in this chapter or in the Code of Ordinances, the exterior architectural features of buildings and structures within multifamily, office/institutional, commercial and industrial zoning districts shall adhere to the following minimum standards:
1. All primary/accent exterior siding materials shall be limited to:  

Primary: Brick; natural stone including granite, marble, sandstone, field stone, or any other natural stone approved by the board; manufactured stone including imitation field stone, marble terrazzo, and wood and any other manufactured architectural finish stone approved by the board as a primary siding material.

Accent: Clay tile with baked-on enamel finish; architecturally treated decorative concrete block; architecturally treated slabs or block either fluted or with exposed aggregate; stucco; EFIS; masonry siding such as cement fiberboard siding ("hardiplank"), wood; or acceptable substitute approved by the board. "Tilt-up" concrete shall be permitted as a primary exterior siding material for buildings in industrial zoning districts or acceptable substitute as approved by the board.
  2. All exterior siding material such as aluminum, steel, vinyl, mirrored or reflective glass, cinderblock, unfinished concrete, fiberglass or plastic are prohibited except that architectural fiberglass or plastic can be used to such extent that such material is used as detailing and decorative trim if approved by the board.
  3. Fifty percent of the width of the front facade of the building shall consist of fenestration. All fenestration comprised of glass shall be multi-paned in appearance. Single-paned plate glass windows greater than six square feet in surface area without the appearance of being multi-paned shall be prohibited unless approved by the board.
  4. All exterior painted surfaces, where visible from the public street shall be painted in earth tones. Colors shall be non-primary colors including darker and cooler shades of green, red, such as brick, yellow including beige, and lighter shades of brown including tan. However, white may be permitted if approved by the board. Corporate graphics, trademarks, corporate logos, corporate service marks and corporate branding items may be permitted by the board to the extent used for decorative trim or for signage as part of the overall exterior features.
  5. Roofs on multifamily and commercial or office buildings shall generally consist of a pitch of 7/12 or greater with exception of porches and porticos and be comprised of asphalt, cedar shake, cement tile material. Standing seam metal roofing shall be allowed as approved by the board. Flat roofs shall be permitted in larger commercial and industrial zoning where rooftop equipment is screened from view by raised parapet

walls and shall be consistently flat across the building length with exception of features of fenestration to break up building mass and long, monotonous facades. Flat roofs may be permitted on larger multifamily and office buildings as approved by the board.

6. Burglar bars and steel roll down doors or curtains shall not be visible from the public street, with exception to buildings in industrial zoning districts as approved by the board.
  7. Service bays shall be designed so that the openings of service bays are not visible from a public street (i.e., side entry), with exception to buildings in industrial zoning districts as approved by the board.
  8. Fabric and canvas awnings and all other building materials must be of durable quality and shall be compatible with materials used in adjoining buildings.
  9. All exterior building elevations that face public streets and/or customer parking areas shall be designed so that there are no large expanses of blank walls. This requirement can be met by employing the use of architectural features including, but not limited to, the following: Doors, windows, pilasters, columns, horizontal and vertical offsets, material and color variations, decorative cornices, awnings, canopies, murals, and graphics.
- B. Additional requirements. Properties with material changes of structures lying within the historic preservation district overlay shall abide by the certificate of appropriateness process for the historic preservation district and follow the design guidelines as promulgated by the historic preservation commission. Properties within the Gateway Town Center and/or the Locust Grove Town Center LCI area shall abide by the applicable design guidelines in addition to this chapter.
- C. The exterior architectural features of buildings and structures within the office/institutional and commercial zoning classifications shall adhere to the following additional requirement:
- Front facades and any exterior sides facing public streets shall consist of a minimum of seventy percent of brick or natural or manufactured stone or a combination thereof, except where a building over three stories in height and/or greater than twenty thousand square feet in total building area may reduce this requirement as approved by the board where the structure provides adequate fenestration and design features or where a building is designed under LEED Silver, Gold, or Green standards.

**Recommendation:**

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**I MOVE TO (approve/deny/table) THE RESOLUTION APPROVING THE ARCHITECTURAL REMODEL PLANS SUBMITTED BY LIFE BUILT HOMES FOR PROPERTY LOCATED AT 3390 HIGHWAY 42 SOUTH.**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TO APPROVE ARCHITECTURAL PLANS FOR THE PROJECT KNOWN AS LIFE BUILT HOMES REMODEL OF PROPERTY LOCATED AT 3390 HIGHWAY 42 SOUTH IN ACCORDANCE WITH CHAPTER 15.44 OF THE LOCUST GROVE CITY CODE; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; TO REPEAL INCONSISTENT PROVISIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

*W I T N E S S E T H :*

**WHEREAS**, the City of Locust Grove, Georgia (“City”) adopted Chapter 15.44 (“Chapter”) entitled “Architectural Review”, and;

**WHEREAS**, the purpose of the Chapter is to regulate the aesthetics, quality of exterior building materials and to the promotion of health, safety, prosperity and general welfare of the citizens of Locust Grove, and;

**WHEREAS**, the Mayor and City Council consist of the Architectural Review Board for the City of Locust Grove (“Board”) per Section 15.44.040, and;

**WHEREAS**, Life Built Homes of Locust Grove, GA submitted Architectural Plans (“Plans”) for remodeling an existing structure located at 3390 Highway 42 South attached hereto and made part thereof as **Exhibit “A”**, and;

**WHEREAS**, the Board may review and make comment on architectural plans and issue approval per Chapter 15.44 (“Chapter”) of the Code of Ordinances for the City of Locust Grove, and;

**WHEREAS**, the Board in the exercise of their sound judgment and discretion, after giving thorough thought to all implications involved, and keeping in mind the public interest and welfare to the citizens of the City, have determined this request for architectural review to be in the best interests of the citizens of the City, that this Resolution be adopted.

**THEREFORE, IT IS NOW RESOLVED BY THE ARCHITECTURAL REVIEW BOARD OF THE CITY OF LOCUST GROVE, GEORGIA, AS FOLLOWS:**

1. **Finding.** That the Locust Grove Architectural Review Board hereby finds that the Plans submitted by Life Built Homes appear to meet the requirements of Chapter 15.44 of City of Locust Grove Code.
2. **Conditions.** That the Locust Grove Architectural Review Board finding in Item 1 above is subject to the following conditions:
  - a. Final Colors. That final colors and type of materials be reviewed and approved by

the Community Development Director to meet all requirements of Chapter 15.44 of City of Locust Grove Code as “earth tone” in nature.

- b. Material Changes. That any material deviations in exterior architectural features, materials, or colors as depicted in the plans in **Exhibit “A”** require review and approval by the Architectural Review Board.
  - c. Extension of Approved Plans. That the approval granted herein may be in effect for a period not to exceed eighteen (18) months from the approval date of this Resolution.
3. **Public Purpose**. The Board finds that the foregoing actions constitute a major stem in preserving the health, safety, well-being and economic vitality of the community and are, therefore, consistent with its public purposes and powers.
  4. **Authority**. That the Board hereby authorizes the City Clerk to affix a stamp of the date of approval on the revised architectural plans in accordance with Section 15.44.060 J, to affix the City Seal if necessary to carry out this Resolution, and to place this Resolution and any related documents among the official records of the City for future reference.
  5. **Severability**. To extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
  6. **Repeal of Conflicting Provisions**. All Board resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
  7. **Effective Date**. This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 19<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
ROBERT S. PRICE, Mayor

ATTEST:

\_\_\_\_\_  
MISTY SPURLING, City Clerk

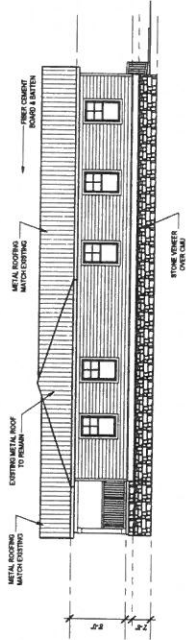
(Seal)

APPROVED AS TO FORM:

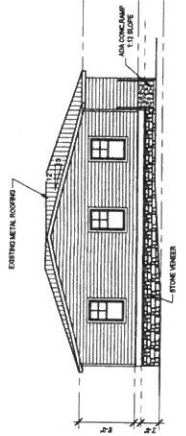
\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**

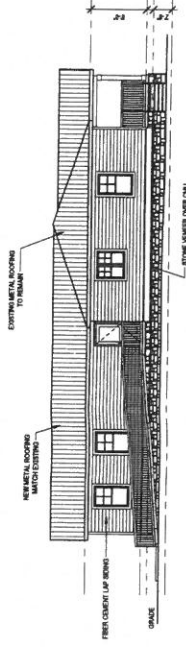




④ RIGHT SIDE ELEVATION  
1/8" = 1'-0"

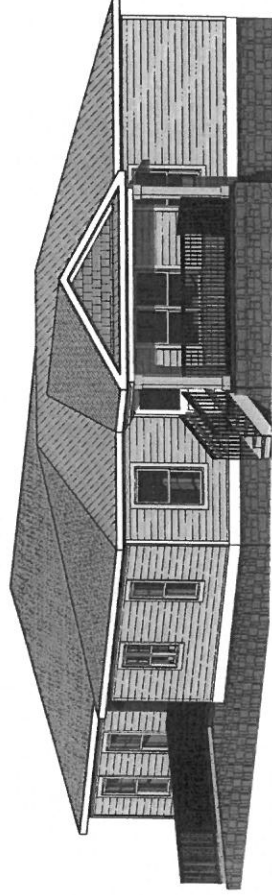


③ REAR ELEVATION  
1/8" = 1'-0"

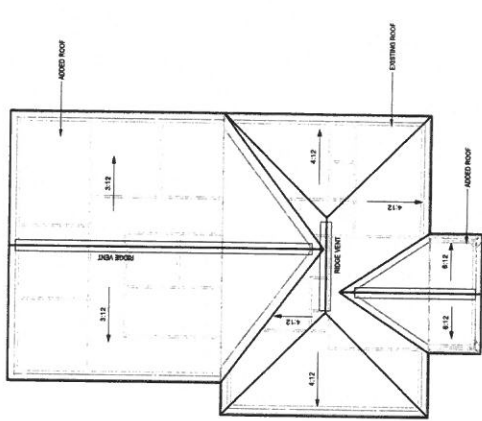


② LEFT SIDE ELEVATION  
1/8" = 1'-0"

# LIFE BUILT HOMES OFFICE ADDITION



⑦ 3D VIEW A



NOTE:  
SEE TO FIELD VERIFY EXISTING ROOF SLOPE

⑤ ROOF PLAN  
1/8" = 1'-0"

**GENERAL ROOF NOTES:**  
 1. ALL ROOFING SHALL BE INSTALLED BY MANUFACTURER.  
 2. ALL ROOFING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.  
 3. ALL ROOFING SHALL BE INSTALLED OVER A SMOOTH, DRY, AND CLEAN SUBSTRATE.  
 4. ALL ROOFING SHALL BE INSTALLED OVER A SMOOTH, DRY, AND CLEAN SUBSTRATE.  
 5. ALL ROOFING SHALL BE INSTALLED OVER A SMOOTH, DRY, AND CLEAN SUBSTRATE.  
 6. ALL ROOFING SHALL BE INSTALLED OVER A SMOOTH, DRY, AND CLEAN SUBSTRATE.  
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 8. ALL ROOFING SHALL BE INSTALLED OVER A SMOOTH, DRY, AND CLEAN SUBSTRATE.  
 9. ALL ROOFING SHALL BE INSTALLED OVER A SMOOTH, DRY, AND CLEAN SUBSTRATE.  
 10. ALL ROOFING SHALL BE INSTALLED OVER A SMOOTH, DRY, AND CLEAN SUBSTRATE.

**NET CALCULATION**

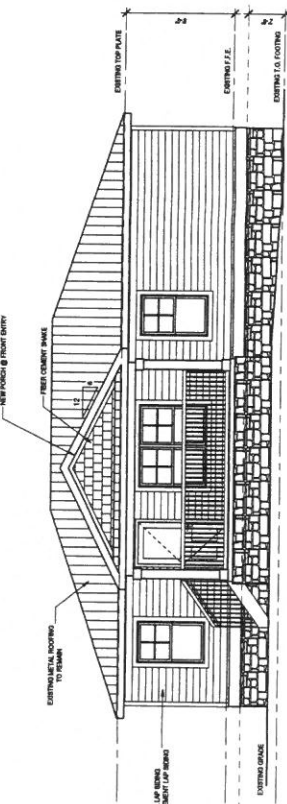
EXISTING FLOOR	1148
ADDITION	1148
<b>TOTAL AREA</b>	<b>2297</b>
EXISTING PORCH	128

**NOTES:**  
 1. OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.  
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.  
 3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.

**APPLICABLE CODES:**  
 2021 International Residential Code (IRC) 2018 Edition-16  
 2021 International Building Code (IBC) 2018 Edition-16  
 2021 International Energy Conservation Code (IECC) 2018 Edition-16  
 2021 International Mechanical Code (IMC) 2018 Edition-16  
 2021 International Plumbing Code (IPC) 2018 Edition-16  
 2021 International Fire Code (IFC) 2018 Edition-16  
 2021 International Electrical Code (IEC) 2017 Edition  
 2021 International Fuel Gas Code (IFGC) 2018 Edition  
 2021 International Existing Building Code (IEBC) 2018 Edition  
 2021 International Code of Building Officials (ICBO) 2018 Edition  
 2021 International Code of Building Officials (ICBO) 2018 Edition  
 2021 International Code of Building Officials (ICBO) 2018 Edition  
 2021 International Code of Building Officials (ICBO) 2018 Edition

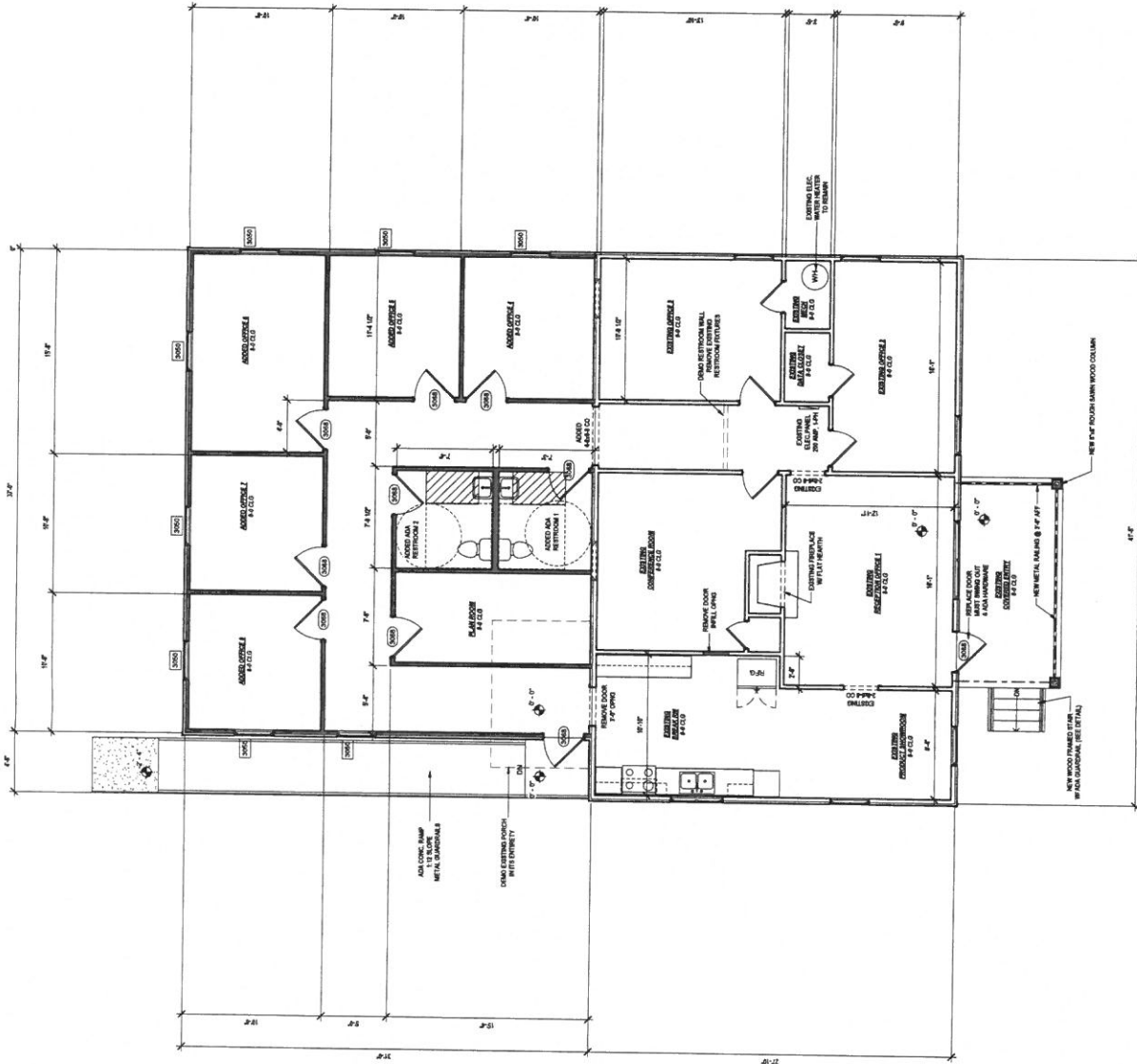


**MDM**  
 DESIGN SOLUTIONS  
 MATT@MDMSOLUTIONS.NET  
 313.486.0000  
**LIFE BUILT HOMES**  
 OFFICE ADDITION  
 EXTERIOR ELEVATIONS &  
 ROOF PLAN  
 Issued: 03/31/2023 | Drawn By: MDM  
 Scale: As Indicated (Page # of 100)



① FRONT ELEVATION  
1/4" = 1'-0"





① FIRST FLOOR  
 1/4" = 1'-0"



## Administration Department

P. O. Box 900  
Locust Grove, Georgia 30248

Phone: (770) 957-5043  
Facsimile: (866) 364-0996

### Item Coversheet

---

**Item:**            **FY 2021 Budget Update**

**Action Item:**             Yes             No

**Public Hearing Item:**     Yes             No

**Executive Session Item:**  Yes             No

**Advertised Date:**    N/A

**Budget Item:**            **Yes, Various Funds and Revenue**

**Date Received:**        **April 15, 2021**

**Workshop Date:**        **April 19, 2021**

**Regular Meeting Date:**    **May 3, 2021**

#### **Discussion:**

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The initial quarter for FY 2021 has been relatively stable in terms of expenditures and revenue. Some additional revenue collection related to residential and commercial growth is meaning that our "Fund Balance" might be reduced some at least initially. Some is due to the R/W acquisition by GDOT in front of City Hall that will turn around in expenditure for water line relocation/upgrade. Along with our fiscal year audit, we are looking into accounts for any irregularities that need to be amended early; however, we see only a few adjustments are likely at this point in time.

#### **Recommendation:**

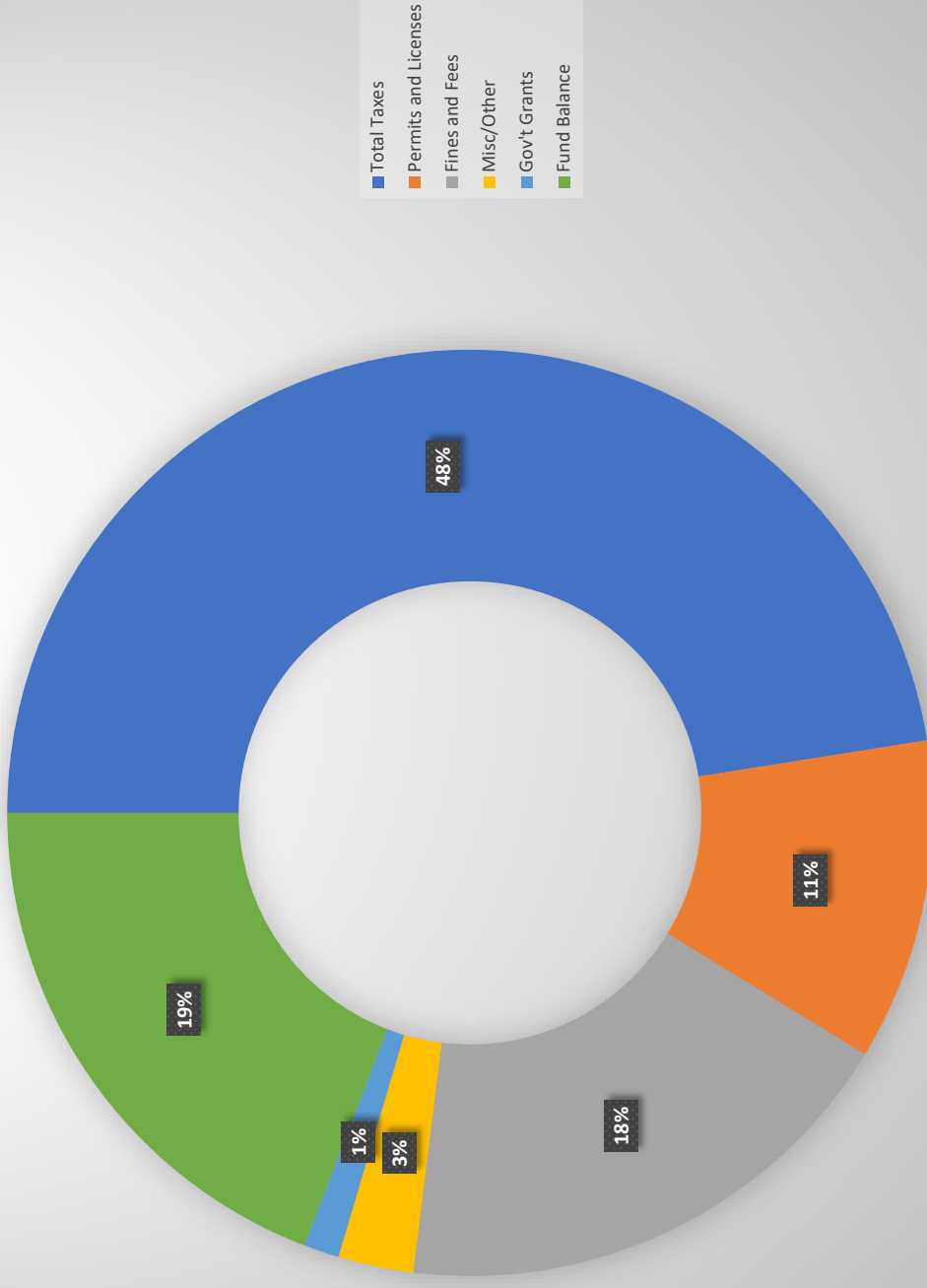
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**For Discussion**

## Revenues by Type

Property Taxes	64,750.00
Franchise Taxes	460,000.00
LOST	2,610,000.00
Alcohol Taxes	400,000.00
Business Taxes	895,000.00
<b>Total Taxes</b>	<b>4,429,750.00</b>
Alcohol	65,500.00
Business/Regulatory	52,500.00
Building Permits	930,000.00
Permits and Licenses	1,048,000.00
Development	160,000.00
Fines	635,000.00
Fund Service Fees	905,250.00
<b>Fines and Fees</b>	<b>1,700,250.00</b>
Misc/Other	245,650.00
Gov't Grants	115,000.00
Fund Balance	788,540.00
Reserved - Transportation	1,000,000.00
<b>Fund Balance</b>	<b>1,788,540.00</b>
<b>Total Revenues</b>	<b>9,327,190.00</b>

## Revenues by Type



FUND	ACCOUNT	DESCRIPTION	Prior 2020 Initial Budget	Proposed 2021 Budget	Variance	Account	Quarter 1	YTD Bal	Adj.	Quarter 2
100	3-0000-31.1340	INTANGIBLE TAX	(40,000.00)	(40,000.00)	0.00	3-0000-31.1340	(19,321.81)	48.30%		(40,000.00)
100	3-0000-31.1350	RAILROAD EQUIPMENT TAX	(1,750.00)	(1,750.00)	0.00	3-0000-31.1350	0.00	0.00%		(1,750.00)
100	3-0000-31.1600	REAL ESTATE TRANSFERS	(20,000.00)	(23,000.00)	3,000.00	3-0000-31.1600	(4,727.10)	20.55%		(23,000.00)
100	3-0000-31.1710	FRANCHISE TAX - ELECTRIC	(315,000.00)	(325,000.00)	10,000.00	3-0000-31.1710	0.00	0.00%		(325,000.00)
100	3-0000-31.1711	CAPITAL CREDIT REFUND	0.00	0.00	0.00	3-0000-31.1711	0.00	0.00%		0.00
100	3-0000-31.1730	FRANCHISE TAX - TELECOMMUNICAT	0.00	0.00	0.00	3-0000-31.1730	0.00	0.00%		0.00
100	3-0000-31.1750	FRANCHISE TAX - CABLE TV	(75,000.00)	(90,000.00)	15,000.00	3-0000-31.1750	0.00	0.00%		(90,000.00)
100	3-0000-31.1760	FRANCHISE TAX - TELEPHONE	(20,000.00)	(20,000.00)	0.00	3-0000-31.1760	0.00	0.00%		(20,000.00)
100	3-0000-31.1790	FRANCHISE TAX - NATURAL GAS	(25,000.00)	(25,000.00)	0.00	3-0000-31.1790	(8,299.82)	33.20%		(25,000.00)
100	3-0000-31.3100	LOCAL OPTION SALES /USE TAX	(2,500,000.00)	(2,500,000.00)	200,000.00	3-0000-31.3100	(495,362.06)	19.81%		(2,500,000.00)
100	3-0000-31.3150	LOST TAVT	(89,300.00)	(100,000.00)	10,700.00	3-0000-31.3150	(17,825.74)	17.83%		(100,000.00)
100	3-0000-31.3160	AAVT - MOTOR VEHICLE	(1,000.00)	(10,000.00)	9,000.00	3-0000-31.3160	0.00	0.00%		(10,000.00)
100	3-0000-31.4200	LIQUOR TAX	0.00	0.00	0.00	3-0000-31.4200	0.00	0.00%		0.00
100	3-0000-31.4201	ALCOHOL TAX	(370,000.00)	(400,000.00)	30,000.00	3-0000-31.4201	(105,272.60)	26.32%		(400,000.00)
100	3-0000-31.6100	OCCUPATION TAXES	(300,000.00)	(400,000.00)	100,000.00	3-0000-31.6100	(169,279.30)	42.32%		(400,000.00)
100	3-0000-31.6120	REGULATORY FEES	0.00	0.00	0.00	3-0000-31.6120	(16,475.00)	0.00%		0.00
100	3-0000-31.6200	INSURANCE PREMIUM TAX	(400,000.00)	(495,000.00)	95,000.00	3-0000-31.6200	0.00	0.00%		(495,000.00)
100	3-0000-32.1110	ALCOHOL BEV/BEER LICENSE	(17,500.00)	(15,000.00)	(2,500.00)	3-0000-32.1110	(8,000.00)	53.33%		(15,000.00)
100	3-0000-32.1120	ALCOHOL BEV WINE LICENSE	(15,000.00)	(10,000.00)	(5,000.00)	3-0000-32.1120	(6,000.00)	60.00%		(10,000.00)
100	3-0000-32.1130	ALCOHOL BEV - LIQUOR LICENSE	(40,500.00)	(40,500.00)	0.00	3-0000-32.1130	(28,000.00)	69.14%		(40,500.00)
100	3-0000-32.1220	GENERAL BUS LIC - INSURANCE	(15,500.00)	(22,500.00)	7,000.00	3-0000-32.1220	(14,600.00)	64.89%		(22,500.00)
100	3-0000-32.1900	REGULATORY FEES	(32,500.00)	(30,000.00)	(2,500.00)	3-0000-32.1900	0.00	0.00%		(30,000.00)
100	3-0000-32.2120	BLDG PERMITS /INSPECTIONS -RES	(450,000.00)	(580,000.00)	130,000.00	3-0000-32.2120	(143,516.69)	24.74%		(580,000.00)
100	3-0000-32.2130	BLDG PERMIT/INSPECTIONS - COMM	(300,000.00)	(350,000.00)	50,000.00	3-0000-32.2130	(110,518.63)	31.58%		(350,000.00)
100	3-0000-32.3100	BUSINESS LICENSE PENALTY	0.00	0.00	0.00	3-0000-32.3100	0.00	0.00%		0.00
100	3-0000-33.4450	GRANT BULLET PROOF VEST	(500.00)	(500.00)	0.00	3-0000-33.4450	0.00	0.00%		(500.00)
100	3-0000-33.4500	GRANT / DONATIONS -COPS	(500.00)	(250.00)	(250.00)	3-0000-33.4500	0.00	0.00%		(250.00)
100	3-0000-33.5000	DONATION-PLAYGROUND EQUIP	0.00	0.00	0.00	3-0000-33.5000	0.00	0.00%		0.00
100	3-0000-33.6100	DONATIONS	(500.00)	0.00	(500.00)	3-0000-33.6100	0.00	0.00%		0.00
100	3-0000-33.7000	CDBG GRANT	0.00	0.00	0.00	3-0000-33.7000	0.00	0.00%		0.00
100	3-0000-34.1301	DISPOSITION OF PROPERTY	0.00	0.00	0.00	3-0000-34.1301	(61,000.00)	0.00%	-75000	(75,000.00)
100	3-0000-34.1310	ZONING INSPECTION FEES	(40,000.00)	(25,000.00)	(15,000.00)	3-0000-34.1310	(23,439.85)	93.76%	-15000	(40,000.00)
100	3-0000-34.1311	LAND DEVELOPMENT FEES	(50,000.00)	(65,000.00)	15,000.00	3-0000-34.1311	(24,175.20)	37.19%		(65,000.00)
100	3-0000-34.1312	SITE PLAN REVIEW FEES	(15,000.00)	(27,500.00)	12,500.00	3-0000-34.1312	(24,217.50)	88.06%	-25000	(52,500.00)
100	3-0000-34.1321	SOIL EROSION FEES	(500.00)	(2,500.00)	2,000.00	3-0000-34.1321	0.00	0.00%		(2,500.00)
100	3-0000-34.1323	STREET LIGHT DISTRICT REVENUE	0.00	(20,000.00)	20,000.00	3-0000-34.1323	(59.73)	0.30%		(20,000.00)
100	3-0000-34.1325	TREE REPLACEMENT REVENUE	0.00	0.00	0.00	3-0000-34.1325	0.00	0.00%		0.00
100	3-0000-34.1910	QUALIFYING FEE FOR ELECTION	(1,000.00)	(3,000.00)	2,000.00	3-0000-34.1910	(504.00)	16.80%		(3,000.00)
100	3-0000-34.1950	ACCIDENT REPORTS	(7,500.00)	(7,500.00)	0.00	3-0000-34.1950	(1,321.00)	17.61%		(7,500.00)
100	3-0000-34.1955	CRIMINAL HISTORY REPORTS	0.00	0.00	0.00	3-0000-34.1955	0.00	0.00%		0.00
100	3-0000-34.1960	ADM CHARGE ON FINES	(17,500.00)	(15,000.00)	(2,500.00)	3-0000-34.1960	(2,699.97)	18.00%		(15,000.00)
100	3-0000-34.1990	ADM CHARGE FOR INCODE	(20,000.00)	(25,000.00)	5,000.00	3-0000-34.1990	(3,779.96)	15.12%		(25,000.00)
100	3-0000-34.6100	BACKGROUND CHECK FEES	(3,000.00)	(2,000.00)	(1,000.00)	3-0000-34.6100	(1,500.00)	75.00%		(2,000.00)
100	3-0000-34.9001	DONATIONS	0.00	0.00	0.00	3-0000-34.9001	0.00	0.00%		0.00
100	3-0000-34.9300	BAD CHECK FEES	(100.00)	(100.00)	0.00	3-0000-34.9300	0.00	0.00%		(100.00)
100	3-0000-35.1170	FINES & FORFEITURES	(740,000.00)	(635,000.00)	(105,000.00)	3-0000-35.1170	(145,309.07)	22.88%		(635,000.00)
100	3-0000-35.1175	BOND ACCOUNT	0.00	0.00	0.00	3-0000-35.1175	0.00	0.00%		0.00
100	3-0000-36.1000	INTEREST REVENUES	(7,500.00)	(10,000.00)	2,500.00	3-0000-36.1000	(1,491.31)	14.91%		(10,000.00)
100	3-0000-38.1000	RENDS & ROYALTIES	(18,000.00)	(15,000.00)	(3,000.00)	3-0000-38.1000	0.00	0.00%		(15,000.00)
100	3-0000-38.1010	SPECIAL EVENT PERMIT	(730.00)	(700.00)	(30.00)	3-0000-38.1010	0.00	0.00%		(700.00)
100	3-0000-38.1025	PAVILLION RENTAL	0.00	(500.00)	500.00	3-0000-38.1025	0.00	0.00%		(500.00)
100	3-0000-38.1050	HOUSE RENTAL -LOCUST ROAD	(35,000.00)	(30,000.00)	(5,000.00)	3-0000-38.1050	(4,846.10)	16.15%		(30,000.00)
100	3-0000-38.3000	INS REIMBURSE DAMAGE PROPERTY	(14,500.00)	(10,000.00)	(4,500.00)	3-0000-38.3000	(2,502.30)	250.23%	-25000	(35,000.00)
100	3-0000-38.3100	INS REIMBURSE WKS COMP	(500.00)	(500.00)	0.00	3-0000-38.3100	0.00	0.00%		(500.00)
100	3-0000-38.3400	INS REIMBURSE FOR OVERPAYMENT	(500.00)	(500.00)	0.00	3-0000-38.3400	0.00	0.00%		(500.00)
100	3-0000-38.5000	LMIG PROGRAM	(110,000.00)	(110,000.00)	0.00	3-0000-38.5000	0.00	0.00%		(110,000.00)
100	3-0000-38.6000	SARS-COV-2 CARES Act Relief	0.00	(5,000.00)	5,000.00	3-0000-38.6000	0.00	0.00%		(5,000.00)
100	3-0000-38.9000	MISCELLANEOUS REVENUE	(10,000.00)	(5,000.00)	(5,000.00)	3-0000-38.9000	(2,174.00)	43.48%		(5,000.00)
100	3-0000-38.9010	RETURN CHECK FEES	(100.00)	(100.00)	0.00	3-0000-38.9010	0.00	0.00%		(100.00)

FUND	ACCOUNT	DESCRIPTION	Prior 2020 Initial Budget	Proposed 2021 Budget	Variance	Account	Quarter 1	YTD Bal	Adj.	Quarter 2
100	3-0000-38.9100	REFUNDS POLICE DEPT	0.00	0.00	0.00	3-0000-38.9100	0.00	0.00%		0.00
100	3-0000-38.9200	REFUNDS PUBLIC WORKS	0.00	0.00	0.00	3-0000-38.9200	0.00	0.00%		0.00
100	3-0000-38.9300	REFUNDS ADMINISTRATIONS	0.00	0.00	0.00	3-0000-38.9300	0.00	0.00%		0.00
100	3-0000-38.9900	PRIOR YEAR REVENUE	(591,890.00)	(788,540.00)	196,650.00	3-0000-38.9900	0.00	0.00%		(788,540.00)
100	3-0000-38.9910	RESERVE - TRANSPORTATION	(1,000,000.00)	(1,000,000.00)	0.00	3-0000-38.9910	0.00	0.00%		(1,000,000.00)
100	3-0000-39.1100	OPERATING TRANSFERS	0.00	0.00	0.00	3-0000-39.1100	0.00	0.00%		0.00
100	3-0000-39.1210	ADMIN FEE - WATER TRANSFER IN	(325,000.00)	(400,000.00)	75,000.00	3-0000-39.1210	0.00	0.00%		(400,000.00)
100	3-0000-39.1220	ADMIN FEE - SEWER TRANSFER IN	(282,500.00)	(300,000.00)	17,500.00	3-0000-39.1220	0.00	0.00%		(300,000.00)
100	3-0000-39.1230	ADMIN FEE - SANIT TRANSFER IN	(47,000.00)	(45,250.00)	(1,750.00)	3-0000-39.1230	0.00	0.00%		(45,250.00)
100	3-0000-39.1240	ADMIN FEE - STORM TRANSFER IN	(64,500.00)	(70,000.00)	5,500.00	3-0000-39.1240	0.00	0.00%		(70,000.00)
100	3-0000-39.1250	ADMIN FEE - H/M TRANSFER IN	(84,000.00)	(90,000.00)	6,000.00	3-0000-39.1250	0.00	0.00%		(90,000.00)
100	3-0000-88.8888	DEBT PROCEEDS	0.00		0.00	3-0000-88.8888	0.00	0.00%		0.00
<b>Total Revenue for General Fund</b>			<b>(8,315,870.00)</b>	<b>(9,187,190.00)</b>	<b>871,320.00</b>	<b>QUARTER TOTAL</b>	<b>(1,468,739.44)</b>	<b>15.99%</b>	<b>(140,000.00)</b>	<b>(9,327,190.00)</b>

General Fund Expenditures by Division

<b>Administration</b>	<b>Elected Officials Administration</b>	156,050.00	156,050.00	0.00	156,050.00
		1,747,450.00	1,853,400.00	105,950.00	1,850,900.00
<b>Administrative Division</b>					
		1,903,500.00	2,009,450.00	105,950.00	2,006,950.00
<b>Public Safety</b>	<b>Municipal Court Police</b>	408,650.00	387,000.00	(21,650.00)	387,000.00
		2,604,600.00	3,034,500.00	429,900.00	3,034,500.00
<b>Public Safety Division</b>					
		3,013,250.00	3,421,500.00	408,250.00	3,421,500.00
<b>Public Works</b>	<b>Street Maintenance Fleet Maintenance</b>	2,437,730.00	2,645,200.00	207,470.00	2,645,200.00
		6,900.00	86,600.00	0.00	86,600.00
<b>Public Works Division</b>					
		2,444,630.00	2,731,800.00	207,470.00	2,731,800.00
<b>Parks</b>		172,500.00	61,000.00	(111,500.00)	61,000.00
<b>Community Development</b>					
		783,490.00	963,440.00	179,950.00	963,440.00
<b>Total General Fund Expenditures</b>		<b>8,317,370.00</b>	<b>9,187,190.00</b>	<b>790,120.00</b>	<b>9,184,690.00</b>
				<b>9.5% \$</b>	<b>142,500.00</b>



# Administration Department

P. O. Box 900  
Locust Grove, Georgia 30248

Phone: (770) 957-5043  
Facsimile: (866) 364-0996

## Item Coversheet

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**Item:**            **Comprehensive Transportation Plan (CTP) Contribution**

**Action Item:**                Yes                No

**Public Hearing Item:**        Yes                No

**Executive Session Item:**     Yes                No

**Advertised Date:**      N/A

**Budget Item:**            **Yes, Community Development Professional Services**

5-7220-52.1200	4,311.25	12.32%	35,000.00
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**Date Received:**        **April 15, 2021**

**Workshop Date:**       **April 19, 2021**

**Regular Meeting Date:**    **May 3, 2021**

### Discussion:

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The City received a letter (Exhibit #1) early in the year regarding the update to the Joint City/County Comprehensive Transportation Plan (CTP) that the Atlanta Regional Commission (ARC) awards jurisdictions every five years or so \$500,000 with a match by the local government. In the past, we have participated in this when the process began in 2005 (One Henry Initiative) and then again in 2016. Exhibit #2 is a response to the proposed division of the “local match” on the basis of 2010 Census population. Since we are already past the 2020 Census (although official figures have yet to be released), and that we have on the past expressed future SPLOST divisions by latest population figures, I am proposing we contribute by either a released 2020 Census Figure of population or by the most recent estimate. Overall impact would be a little more than \$1,000 and solidifies our position on these types of activities.

### Recommendation:

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**For Discussion**



**Henry County Government**

Cheri Hobson-Matthews  
County Manager

Marilyn Russell  
Executive Assistant

Kayla Correa  
Records Administrator &  
Constituent Services



January 8, 2021

Mr. Tim Young  
City Manager  
City of Locust Grove  
3644 Highway 42  
Locust Grove, GA 30248

Dear Mr. Young:

Henry County is undertaking an update of the 2016 Henry County Comprehensive Transportation Plan and the development of a Henry County Trails Master Plan in 2021. We are planning to enter into a contract with a consultant soon to undertake these two projects for a contract amount of \$624,998. Of this amount, \$499,998.40 (80%) will come from the federal government, and Henry County is required to provide a local match of \$124,999.60 (20%).

At a meeting dated May 26, 2020, which you attended, the cities of Stockbridge, McDonough, Locust Grove, and Hampton were invited to join Henry County in this transportation planning process and share the local match based on the cities' share of the county population. The cities, including Locust Grove, expressed their interest in joining this countywide transportation planning endeavor and sharing the county's cost based on the cities' 2010 Census population. We are again extending our invitation to join us in this project and requesting a contribution of **\$3,311.30** as shown below:

2010 Locust Grove population:	5,402
2010 Henry County population:	203,922
Locust Grove's share of county population:	$5,402/203,922 = 2.65\%$
Locust Grove's share of local match:	$\$124,999.60 \times 2.65\% = \$3,311.30$

Please send a check or money order for the above stated amount to the attention of Sam Baker, Director of Transportation Planning, at Henry County Government, 140 Henry Parkway, McDonough, GA 30253. A payment by **February 26, 2021** would be appreciated. We look forward to working together on this joint city-county project.

Sincerely,

Cheri Hobson-Matthews  
County Manager

cc: Sam Baker, Henry County

140 Henry Parkway  
McDonough, Georgia 30253  
770.288-6267  
Fax: 770-288-8008  
www.co.henry.ga.us





# City of Locust Grove

P.O. Box 900 Locust Grove, Georgia 30248-0900

Telephone (770) 957-5043 Fax: 1-866-364-0996

**Exhibit #2**

**MAYOR**

Robert Price

**COUNCIL**

Keith Boone

Rudy Breedlove

Carlos Greer

Rod Shearouse

Willie J. Taylor

Vincent Williams

**CITY MANAGER**

Tim Young

**CITY CLERK**

Misty Spurling

March 26, 2021

Cheri Hobson-Matthews, County Manager  
Henry County Board of Commissioners  
140 Henry Parkway  
McDonough, GA 30253

RE: 2021 Update of the Henry County Comprehensive Transportation Plan

Thank you for your letter earlier this year notifying us of the new update of the Comprehensive Transportation Plan that was recently awarded to Pond by the BOC at their last meeting. We are especially excited that this will coincide with a Trails Master Plan to incorporate more nonmotorized transportation options that many of our constituents have sought for years.

The City has been a willing participant in this process beginning in 2005 with the initial One Henry CTP process and then again with the 2016 Update. We wish to continue to participate in this new Update; however, we will contribute in accordance with the recently completed 2020 Census figures, although not yet fully published. By the 2019 Census Estimates of Places and Counties, we would be at the following contribution amount:

2019 Locust Grove Estimate	8,243
2019 Henry County Estimate	234,561
City's share of county population	3.51%
City's share of local match	$\$124,999.60 \times 2.51\% = \$4,392.77$

You will see that we will reimburse the project based on the official 2020 Census figure once it is released later this year, as it will likely be more than the figure shown above. We look forward in working with you and your staff in this process. Should you need any further information on this matter, please feel free to contact me at (770) 957-5043.

Respectfully,

Tim Young, City Manager

Cc: Carlotta Harrell, Chairman  
Sam Baker, Henry County Transportation Planning Director  
Mayor and City Council  
Misty Spurling, City Clerk





## Administration Department

P. O. Box 900  
Locust Grove, Georgia 30248

Phone: (770) 957-5043  
Facsimile: (866) 364-0996

### Item Coversheet

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**Item:** T-SPLOST Discussion

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** TBD – New Fund and Capital Items in FY 2022

**Date Received:** April 15, 2021

**Workshop Date:** April 19, 2021

**Regular Meeting Date:** TBD

#### Discussion:

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As you know the city met with Henry County and the cities of Hampton, McDonough and Stockbridge regarding a possible Transportation SPLOST vote in November. Part of this process is the development of a project list as well as items such as amount of T-SPLOST (in 0.05-increments up to a full penny) and the division of funding in whole or in part between unincorporated Henry County and each city.

Attached as Exhibit #1 is the 2019 breakout of Census population estimates and scenarios in the distribution based on 2019 estimates at a “middle ground” similar to the current SPLOST V. Note, though that figures are actually coming in at the higher figure currently for ESPLOST and SPLOST, meaning that the City could collect over \$7 million for potential projects over the 5-Year life of this T-SPLOST. As a whole, much of this would likely be used for resurfacing, although some could be used for some bike/ped improvements on a limited scale at first.

#### Recommendation:

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**For Discussion**

**US Bureau of Census Population Estimate, July 1 of Estimate Year**

City/Country	Census										
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
Stockbridge city, Georgia	25,636	26,838	26,975	27,236	27,632	28,092	28,662	29,140	29,585	29,904	
McDonough city, Georgia	22,084	22,423	22,436	22,683	22,893	23,276	23,843	24,704	25,748	26,768	
<b>Locust Grove city, Georgia</b>	<b>5,402</b>	<b>5,864</b>	<b>6,053</b>	<b>6,095</b>	<b>6,142</b>	<b>6,222</b>	<b>6,399</b>	<b>6,672</b>	<b>7,178</b>	<b>8,243</b>	
Hampton city, Georgia	6,987	7,075	7,112	7,161	7,356	7,426	7,590	7,704	7,895	8,073	
<b>All Cities</b>	<b>60,109</b>	<b>62,200</b>	<b>62,576</b>	<b>63,175</b>	<b>64,023</b>	<b>65,016</b>	<b>66,494</b>	<b>68,220</b>	<b>70,406</b>	<b>72,988</b>	

<b>Henry County</b>	203,922	206,950	208,061	210,086	213,047	216,571	221,188	225,508	230,220	234,561
<b>Unincorporated Area</b>	143,813	144,750	145,485	146,911	149,024	151,555	154,694	157,288	159,814	161,573
<b>Percent Incorporated Cities</b>	29.476%	30.056%	30.076%	30.071%	30.051%	30.021%	30.062%	30.252%	30.582%	31.117%

Stockbridge city, Georgia	12.57%	12.97%	12.96%	12.96%	12.97%	12.97%	12.96%	12.92%	12.85%	12.75%
McDonough city, Georgia	10.83%	10.83%	10.78%	10.80%	10.75%	10.75%	10.78%	10.95%	11.18%	11.41%
Hampton city, Georgia	3.43%	3.42%	3.42%	3.41%	3.45%	3.43%	3.43%	3.42%	3.43%	3.44%
Locust Grove city, Georgia	2.65%	2.83%	2.91%	2.90%	2.88%	2.87%	2.89%	2.96%	3.12%	3.51%

Henry County	70.52%	69.94%	69.92%	69.93%	69.95%	69.98%	69.94%	69.75%	69.42%	68.88%
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	Henry County	Stockbridge	McDonough	Locust Grove	Hampton
<b>T-SPLOST Scenario 1 - 38.5</b>					
\$	26,520,011.85	\$ 4,908,335.15	\$ 4,393,603.37	\$ 1,352,976.41	\$ 1,325,073.22
<b>T-SPLOST Scenario 2 - 40.8</b>					
\$	<b>28,104,324.25</b>	<b>\$ 5,201,560.36</b>	<b>\$ 4,656,078.38</b>	<b>\$ 1,433,803.57</b>	<b>\$ 1,404,233.44</b>
<b>T-SPLOST Scenario 3 - 42</b>					
\$	28,930,922.02	\$ 5,354,547.43	\$ 4,793,021.86	\$ 1,475,974.27	\$ 1,445,534.42
<b>Life of Program</b>	\$ 132,600,059.26	\$ 24,541,675.73	\$ 21,968,016.85	\$ 6,764,882.06	\$ 6,625,366.11

**Exhibit #1**